

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 74908962	NSW DAN:
vendor's agent	First National Real Estate David Haggarty 454 High Street MAITLAND NSW 2320		Phone: (02) 4933 5544 Fax: (02) 4933 1706 Ref: Pat Howard
co-agent			
vendor			
vendor's solicitor	Roberts Legal Suite 2, Level 2, 317 Hunter Street NEWCASTLE NSW 2300		Phone: (02) 4926 2236 Fax: (02) 4952 1083 Ref: 10973
date for completion	42 days after the contract date	(clause 15)	Email: christa@robertslegal.com.au
land	14 Reilly Street THORNTON NSW 2322 (Address, plan details and title reference) LOT 1152 IN DEPOSITED PLAN 813806 1152/813806		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: 2 x sheds		
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"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Electronic garage door + remote, 2 x air conditioning wall units
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$
balance	\$
contract date	(10% of the price, unless otherwise stated) (if not stated, the date this contract was made)

buyer's agent

vendor \_\_\_\_\_ witness \_\_\_\_\_

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

purchaser     JOINT TENANTS     tenants in common     in unequal shares    witness

vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30) PEXA

**Electronic transaction** (clause 30)  no  YES

(If no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

**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 38-0
- 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 further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

**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 email address:

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

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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:
 

<p>APA Group          Australian Taxation Office          Council          County Council          Department of Planning, Industry and Environment          Department of Primary Industries          Electricity and gas          Land &amp; Housing Corporation          Local Land Services</p>	<p>NSW Department of Education          NSW Fair Trading          Owner of adjoining land          Privacy          Public Works Advisory          Subsidence Advisory NSW          Telecommunications          Transport for NSW          Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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"> <li>● issued by a <i>bank</i> and drawn on itself; or</li> <li>● if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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>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).

## 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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

### 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 serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

**8 Vendor's rights and obligations**

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a requisition;
- 8.1.2 the vendor serves a notice of intention to *rescind* that specifies the requisition and those grounds; and
- 8.1.3 the purchaser does not serve a notice waiving the requisition within 14 days after that service.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can terminate by serving a notice. After the termination –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a party can claim for a reasonable adjustment.

**9 Purchaser's default**

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

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

**10 Restrictions on rights of purchaser**

- 10.1 The purchaser cannot make a claim or requisition or *rescind* or terminate in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the property being a joint service or passing through another property, or any service for another property passing through the property ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the property being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the property due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the property or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within 3 months* of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within 3 months* of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or  
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –  
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and  
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –  
 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;  
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;  
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and  
 13.13.4 *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.

#### 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.
- 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 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.
- 14.6 *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 –  
 14.6.1 the amount is to be treated as if it were paid; and  
 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is:
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 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 4.3);
- 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; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 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 - 3) 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.

**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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- 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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7* days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7* days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

### 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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

## SPECIAL CONDITIONS

THESE ARE THE SPECIAL CONDITIONS TO THE CONTRACT FOR THE SALE OF LAND

BETWEEN **WALLACE FRED BROWLOWE**  
(*'the Vendor'*)

AND  
(*'the Purchaser'*)

### **33. Interpretation**

33.1 In the construction of this contract except to the extent that such construction would be excluded by or be repugnant to the context:

- (a) reference to a "*person*" shall include a corporation;
- (b) words importing the singular or plural number shall also import the plural or singular number respectively; and
- (c) words importing the masculine, feminine or neutral gender shall also import the other genders.

33.2 Where there is any inconsistency between the printed contract and these Special Conditions these Special Conditions shall prevail.

### **34. Variations**

34.1 This Contract is varied as follows:

- (a) Clause 7.1.1 is deleted;
- (b) Clause 7.2.6 by adding "*and of the amount held and all net interest must be paid to the Vendor*" at the end of the clause;
- (c) Clauses 10.1.8 and 10.1.9 by substituting "*existence*" for "*substance*";
- (d) Clause 11.2 be deleted;
- (e) Clause 13.7.2 add after the words "*GST rate*", insert the words "*together with any penalties and interest levied thereon*";
- (f) Clause 16.8 by adding the words "*which is a bank cheque*" to the end of the clause;
- (g) Clause 25.1.1 by deleting the word "*limited*"; and
- (h) Clause 25.7 is deleted.

### **35. Vendor/Purchaser Capacity**

35.1 If the Purchaser is an individual, they (or if more than one, each of them) warrant that they are over the age of 18 years and has legal capacity to enter into this Contract.

35.2 Notwithstanding any rule of law or equity to the contrary, should either party (or if more than one any one of them) prior to completion die or become mentally ill (as defined in the *Mental Health Act 2007* (NSW)) or become bankrupt (or if a company, go into liquidation) then either party may rescind this Contract by notice in writing forwarded to the other party and thereupon this Contract shall be at an end and the provisions of Clause 19 hereof shall apply.

### **36. Purchaser's Warranty as to Introduction**

36.1 The Purchaser warrants that they were not introduced to the Vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the Vendor's agent, if any, referred to in this contract AND the Purchaser agrees that they will at all times indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission which may be made by any real estate agent or other person arising out of or in connection with the Purchaser's breach of this warranty AND it is hereby agreed and declared that this clause shall not merge in the Transfer upon completion or be extinguished by completion of this contract and shall continue in full force and effect notwithstanding completion.

### **37. Purchaser's Acknowledgments & Warranties**

37.1 The Purchaser agrees not to seek to terminate rescind or make any objection, requisition, claim for compensation or delay completion arising out of any of the matters covered in this clause.

37.2 The Property is sold 'as is where is'.

37.3 No representation or warranty of any nature including representations and warranties regarding condition, state of repair, suitability, quality or sufficiency is given or implied with respect to the Property.

37.4 The Property is sold with all faults and defects and all warranties or conditions expressed or implied by law, equity, statute or otherwise (to the fullest extent permitted by law) are excluded unless expressly set out in this Contract.

37.5 Without limiting any other provision in this Contract, the Purchaser confirms, warrants and acknowledges to the Vendor that they:

- (a) have inspected or have had adequate opportunity to inspect the Property;
- (b) have made or undertaken their own investigations and enquiries as to each of the Due Diligence Matters prior to entering into this Contract and by material or information provided for the purpose of assisting the Purchaser in determining the direction of their own independent enquiries into, and independent assessment of, the Property and prior to entering into this Contract the Purchaser has satisfied themselves with respect of all matters relating or arising out of those investigations and enquiries and has relied entirely upon their own enquiries and inspections in respect of the Property;
- (c) have sought, or have had the opportunity to seek, independent legal advice on and has satisfied themselves as to their obligations and rights under the Contract and its annexures and attachments;
- (d) have, where applicable, obtained the approval of all relevant governmental or semi-governmental instrumentalities to enable the Purchaser to complete this Contract;
- (e) does not rely on the Vendor or on anybody purporting to act on behalf of the Vendor as to the Due Diligence Matters; and
- (f) will not seek to terminate rescind or make any objection, requisition, claim for compensation or delay completion in respect of any of the Due Diligence Matters.

37.6 The Due Diligence Matters are each of:

- (a) the condition, state of repair, safety, quality, or potential of the land;

- (b) the state of repair, condition or availability of any Service to and from on the Property;
- (c) the presence or location of any sewer, sewer line, manhole or vent on the Property;
- (d) any latent or patent defect to the land or improvements;
- (e) any rainwater downpipe being connected to the sewer;
- (f) any contamination or other environmental damage to the property or any adjoining property;
- (g) any pest or termite activity or infestations;
- (h) that all aspects of the land offered for sale and inspected are identical to the land;
- (i) encumbrances affecting the land;
- (j) any easement, covenant or other restriction affecting the land;
- (k) the boundaries of the Property;
- (l) any approvals, consents or other permissions in connection with, or required for use of, the land or any part of the land, or the absence of any such approval, consent or permission;
- (m) compliance with the terms or conditions of any approval, consent or permission in connection with, or required for use of, the land or any part of the land;
- (n) the manner in which the property is affected by any environmental planning instrument (actual or deemed) under the *Environmental Planning and Assessment Act 1979* (NSW) or any other restriction or prohibition whether statutory or otherwise relating to the zoning of the Property or development on the Property or to the use to which the property may be put and any existing proposals for realignment, widening or siting of a road by any authority;
- (o) any matter referred to in any document annexed attach or referred to in this Contract; and
- (p) those other inspections and enquiries which a prudent purchaser would make in respect of the Property.

37.7 Without limitation to any other provision in this Contract, the Purchaser confirms, warrants and acknowledges to the Vendor that the land and the Services to and on the Property are sold in their present condition and state of repair, subject to reasonable wear and tear and to all faults and defects both latent or patent.

37.8 The Vendor discloses that the annexures to this Contract, environmental planning instrument and other Council policies may restrict the uses for which the land can be put.

37.9 Without limitation to any other provision in this Contract, the Purchaser confirms, warrants and acknowledges to the Vendor that:

- (a) in entering into this Contract and in proceeding to completion neither the Vendor, or any person on behalf of the Vendor, has made or given any representation, warranty, promise or forecast including any contained or referred to by this Contract, in connection with the land or the Due Diligence Matters and that the Purchaser has not been induced or influenced to enter into this Contract by the Vendor or any person on behalf of the Vendor;
- (b) no other statements or representations:

- (i) have induced or influenced them to enter into this Contract or to agree to any or all of its terms;
- (ii) have been relied on by them in any way as being accurate for these purposes; or
- (c) have been warranted to them as being true.

### **38. Warranty as to Finance**

38.1 The Purchaser warrants to the Vendor as follows:

- (a) that they hold a current loan approval in an amount and upon terms satisfactory to them and sufficient to enable completion of this Contract within the time stipulated and upon the terms and conditions set out herein. The Purchaser further acknowledges that the Vendor relies upon this warranty in entering into this Contract; or
- (b) they do not require finance to complete this purchase.

### **39. Form of Requisitions**

39.1 The Purchaser agrees that the only form of requisitions on title which the Purchaser may make under this Contract is the Requisitions on Title ("*requisitions*") attached to this Contract.

39.2 The Purchaser is deemed to have served the attached requisitions.

39.3 The Purchaser is not entitled to make any requisition (other than those set out in the attached requisitions) unless such requisition arises out of something served by the Vendor after the date of this Contract.

### **40. Prescribed Document – Upstream Sewer Diagram**

40.1 The Parties agree and acknowledge that where the property is within an area serviced by Hunter Water Corporation then:

- (a) Hunter Water Corporation does not maintain, collect or make available drainage diagrams in the ordinary course of administration; and
- (b) the document referred to in Schedule 1 Item 2(a) of the *Conveyancing (Sale of Land) Regulation 2017* (NSW) is not a prescribed document and the Vendor is not required to attach the document to the Contract under this provision.

40.2 The Purchaser must not make a claim, requisition, objection, delay completion or rescind or terminate this Contract in respect of the Special Condition 40.1.

### **41. Contract Alterations**

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

### **42. Interest**

42.1 In the event that completion is not effected on the Completion Date due to any reason other than the default of the Vendor then the Purchaser shall pay to the Vendor on completion interest on the balance of Purchase Price at the rate of 10% per annum calculated daily from the date nominated for completion until and including the actual day of completion in addition to the balance of the Purchase Price. The parties agree that this amount is a genuine pre-estimate of the Vendor's loss resulting from any delay in completion.

**43. Notice to Complete**

- 43.1 In the event of either party failing to complete this Contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a Notice to Complete requiring the other to complete within fourteen (14) days from the date of service of the Notice, which time period is considered reasonable by both parties. For the purpose of this Contract, such Notice to Complete shall be deemed both at law and in equity sufficient to make time of the essence of this Contract.
- 43.2 If the Purchaser does not complete this Contract by the Completion Date and, at that date the Vendor is ready, willing and able to complete and the Vendor issues a Notice to Complete, the sum of three hundred and thirty dollars (\$330.00) (inclusive of GST) to cover legal costs and disbursements incurred by the Vendor's solicitors in drafting and serving a Notice to Complete is to be allowed by the Purchaser as an additional adjustment on completion and it is an essential term of this Contract that such amount be so paid.

**44. Guarantee for Corporate Purchaser**

- 44.1 This clause is required to be completed and signed by the Directors if any Purchaser is a body corporate.
- 44.2 The Guarantor(s) acknowledge that the Vendor has entered into this Contract with the Purchaser at their request, and warrant:
  - (a) that the Purchaser is duly incorporated and registered as a corporation under all applicable laws; and
  - (b) they are a Director or Secretary of the Purchaser.
- 44.3 The Guarantor(s) jointly and severally guarantee to the Vendor the due and punctual performance by the Purchaser of its obligations under this Contract, including payment of the Purchase Price and any other amounts owing under this Contract.
- 44.4 The Guarantor(s) unconditionally and irrevocably indemnify the Vendor from and against all loss, damage, liability or expense suffered or incurred by the Vendor as a result of the Purchaser's failure to comply with its obligations under this Contract, or as a result of any money not being recoverable from the Guarantor(s) or from the Purchaser because of any circumstances whatsoever, and it is not necessary for the Vendor to incur any expense or make any payment before enforcing the right of indemnity.
- 44.5 The Guarantor(s) agree to pay or reimburse the Vendor on demand for the Vendor's costs, charges and expenses in making, enforcing and doing anything in connect with the guarantee and indemnity under this clause, including legal costs.
- 44.6 The guarantee and indemnity given in this clause is a continuing guarantee and a continuing indemnity and will not be abrogated, prejudiced or discharged by any waiver by the Vendor or any other matter or thing.
- 44.7 This clause is an essential term if this Contract.

.....  
Signature of Guarantor

.....  
Signature of Witness

.....  
Name of Guarantor

.....  
Name of Witness



#### **45. Trustee Purchaser**

45.1 If the Purchaser is the Trustee of a Trust ("*the Trust*"), the Purchaser:

- (a) acknowledges that this Contract is binding on it personally and in its capacity as trustee of the Trust and that the Vendor's rights of recourse shall not be limited to the Purchaser personally and the assets of the Purchaser but shall extend to the assets of the Trust;
- (b) shall cause any successor of the Purchaser as trustee of the Trust or any person who becomes a trustee of the Trust jointly with the Purchaser to execute such documents as the Vendor may require to ensure that this Contract is binding on such successor or person;
- (c) upon demand by the Vendor, shall exercise its rights of indemnity in relation to the Trust assets to cause payment of the Purchase Price to the Vendor or otherwise hold such rights for the Vendor; and
- (d) is satisfied (either from its own enquiries or after having obtained independent advice) that the terms of the Trust create no impediment to the granting of this Contract.

45.2 The Purchaser warrants that:

- (a) the Purchaser is the sole trustee of the Trust and no action has been taken to remove or replace it;
- (b) full particulars of the terms of the Trust have been disclosed to the Vendor prior to the execution of this Contract;
- (c) the Purchaser has power and authority under the Trust Deed to execute and perform its obligations under this Contract and all necessary action has been taken to authorise the execution and performance of this Contract under the Trust Deed and (where the Purchaser is a corporation) the Memorandum and Articles of Association of the Purchaser;
- (d) this Contract is entered into as part of the due and proper administration of the Trust, and will be for the benefit of the beneficiaries;
- (e) the Purchaser has a right to be fully indemnified out of the Trust assets, and no action has been taken which might prejudice or limit that right or indemnity;
- (f) the Purchaser is not in default under the Trust Deed; and
- (g) no vesting date for the Trust Fund has been determined;

and further warrants that each of the above warranties will remain true as long as this Contract remains in force.

#### **46. Foreign Investment Review Board Approval**

46.1 The Purchaser warrants to the Vendor that if it is a foreign person or foreign corporation as defined by the *Foreign Acquisition and Take Overs Act 1975* (Cth), it has obtained consent to purchase the Property from the Foreign Investment Review Board. The Purchaser hereby indemnifies the Vendor against all liability, loss, damage and expenses that the Vendor may suffer as a result of a breach of the Purchaser's warranty.

#### **47. Electronic Signatures**

- 47.1 The Parties agree to accept, for the purposes of exchange of Contracts, signatures by either the Vendors or Purchasers which are facsimile or any other form of electronic signatures to comply with special conditions 47.1 to 47.4 inclusive.
- 47.2 The parties agree to provide to the other parties within 10 business days after the date of this Contract, a cover page of the Contract bearing original 'wet' signatures (if the counterpart Contract has not been executed by electronic means such as DocuSign).
- 47.3 The Parties agree that the cover page of the Contract bearing original signatures must be dated the same date as this Contract.
- 47.4 The Parties agree that they shall not make a requisition, objection, claim or delay completion due to the manner of execution of this Contract as at the exchange date.
- 47.5 The Parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000 (NSW)* in relation to the execution of this Contract.

#### **48. Amendment to Completion Date and Time**

- 48.1 It is an essential term of this Contract that in the event that settlement does not take place at the agreed scheduled time due to the default of the Purchaser or the Purchaser's Mortgagee or legal representative and through no fault of the Vendor, in addition to any other monies payable by the Purchaser of completion of this Contract, the Purchaser must pay an additional \$165.00 (inclusive of GST) on settlement, being the legal costs incurred by the Vendor as a consequence of the cancelled or rearranged settlement, which sum is to be allowed by the Purchaser in favour of the Vendor as an additional adjustment on completion.
- 48.2 If completion of this Contract takes place after the date for completion, the Purchaser agrees that the adjustments required by this Contract will be calculated as at the date for completion, irrespective of when completion actually takes place. If as a result of the delay in completion the Vendor must pay additional land tax on the property, the Purchaser must pay to the Vendor an amount equal to the additional land tax.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of allotment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*).
5. If the tenancy is subject to the *Residential Tenancies Act 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 outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### 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.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 1152/813806

SEARCH DATE	TIME	EDITION NO	DATE
19/11/2020	9:51 AM	4	2/8/1999

LAND

LOT 1152 IN DEPOSITED PLAN 813806  
AT THORNTON  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF ALNWICK COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP813806

FIRST SCHEDULE

WALLACE FRED BROWNLOWE (T 6051147)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
  - DP263110 EASEMENT TO DRAIN WATER
  - DP703278 EASEMENT TO DRAIN WATER
  - DP719518 EASEMENT TO DRAIN WATER
  - DP807086 EASEMENT TO DRAIN WATER
  - DP811399 EASEMENT TO DRAIN WATER
  - DP813806 EASEMENT TO DRAIN WATER 2.5 WIDE
- 3 DP813806 RESTRICTION(S) ON THE USE OF LAND
- 4 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM CREATED BY:
  - DP813806 EASEMENT TO DRAIN WATER 2.5 WIDE

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

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

**PLAN FORM 2**

This plan should not be used for any other purpose than that for which it was prepared. It is intended for use as a guide only and does not constitute a guarantee, warranty or representation of any kind. The Registrar-General is not responsible for any loss or damage arising from the use of this plan.

**APPROVED**  
 The Governor has approved this plan for registration in accordance with the provisions of the Real Property Act 1900 (NSW).

**REGISTERED**  
 This plan has been registered in the Register of Instruments in accordance with the provisions of the Real Property Act 1900 (NSW).

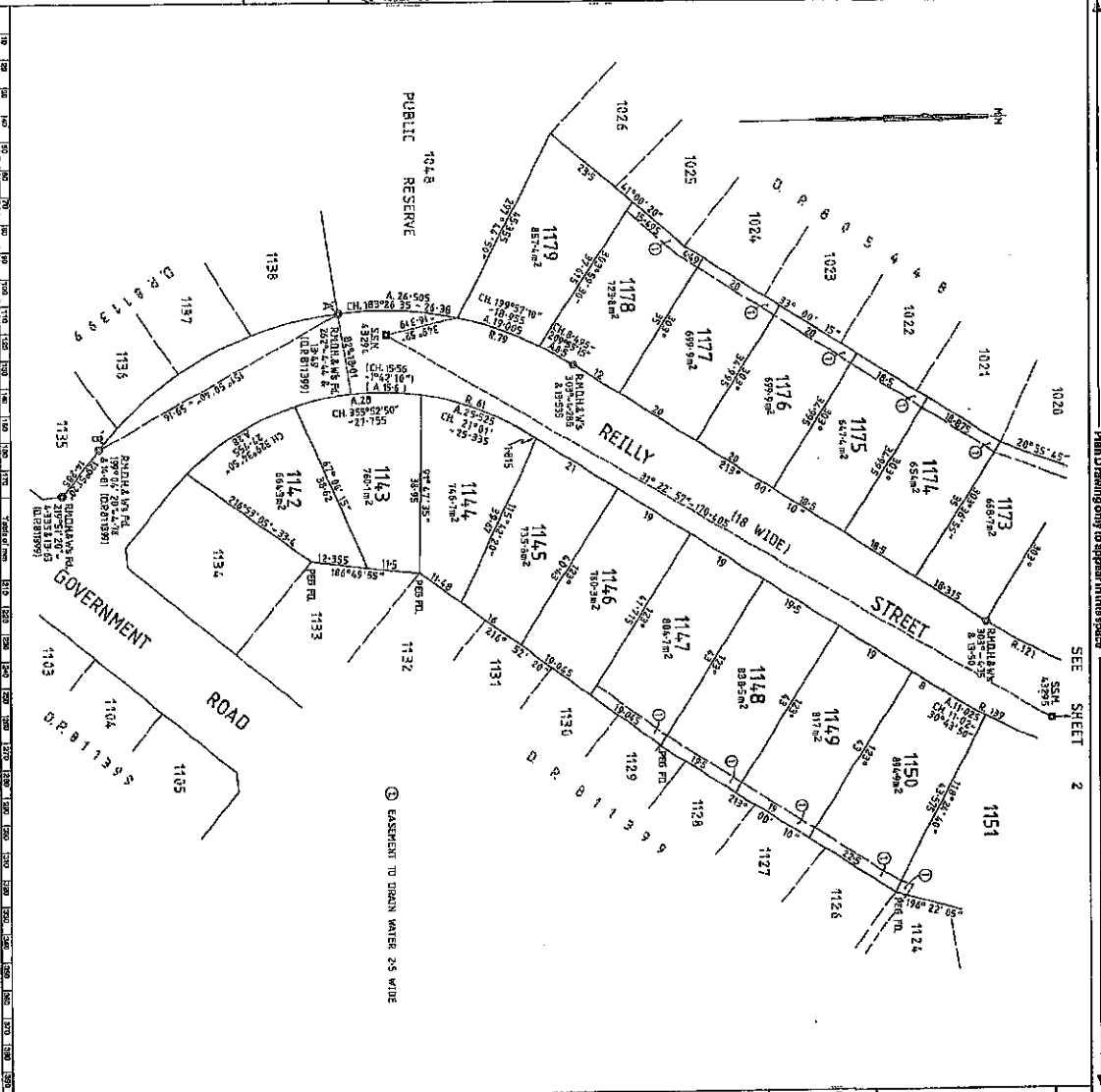
**CONVEYANCE**  
 This plan is a conveyance of land in accordance with the provisions of the Real Property Act 1900 (NSW).

**CHURCH CLERK'S CERTIFICATE**  
 I hereby certify that the above plan is a true and correct copy of the original plan as deposited in the office of the Registrar-General.

**CHURCH CLERK'S NAME**  
 \_\_\_\_\_

**CHURCH CLERK'S ADDRESS**  
 \_\_\_\_\_

**CHURCH CLERK'S SIGNATURE**  
 \_\_\_\_\_



110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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**OFFICE USE ONLY**

**DP 813806**

**REGISTERED** 27-11-1991

**LIN 90 075** OF 1-11-1991

**TITLE** TORRENS

**PROJECT** SUBDIVISION

**FILE** US45-71/UR/2-9

**PLAN** DP 811999

**PLAN** OF SUBDIVISION OF LOT 1140 IN DP 811999

**LOCALITY** MAITLAND

**CITY** THORNTON

**PARISH** ALWITCK

**COUNTY** NORTHLIMBERLAND

**OWNER** ROBERT JOHN MONTGOMERY PTY.LTD.

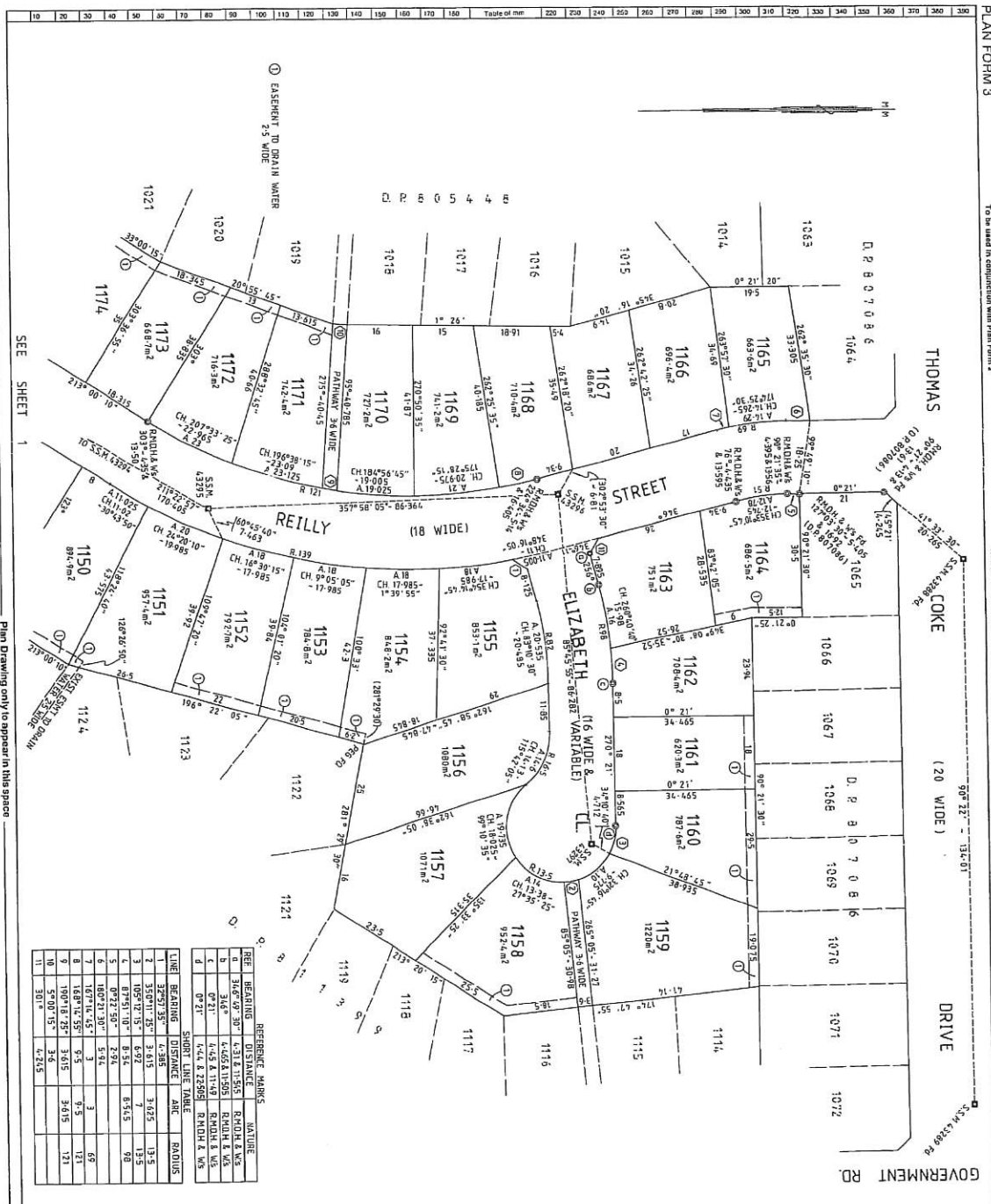
**PREPARED BY** A - B

**DATE** 27-11-1991

**PLAN** IN PURSUANCE OF SECTION 88B OF THE CONVEYANCING ACT 1919-1984 AS AMENDED IT IS INTENDED TO CREATE -

1. EASEMENT TO DRAIN WATER 25 WIDE

2. RESTRICTION ON USE



PLAN FORM 3  
 To be used in conjunction with Plan Form 2  
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION  
 OFFICE USE ONLY

10 20 30 40 50 60 70 Table of mm 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400

SEE SHEET 1  
 Plan Drawing only to appear in this space

LINE	BEARING	DISTANCE	MARKS	NATURE
a	346°49'30"	4.31 & 11.545	R ROD & WS	
b	314°	4.455 & 11.595	R ROD & WS	
c	0°21'	4.45 & 11.445	R ROD & WS	
d	0°21'	4.45 & 11.595	R ROD & WS	

LINE	BEARING	DISTANCE	MARK	RADIUS
1	352°17'25"	3.415		13.5
2	105°12'15"	6.92		7
3	0°51'10"	8.54		9.8
4	0°32'50"	2.94		9.8
5	100°21'30"	5.94		6.5
6	180°11'45"	6.3		1.1
7	180°11'45"	2.65		1.1
8	54°07'15"	2.6		1.1
9	50°1'15"	2.6		1.1
10	50°1'15"	2.6		1.1
11	50°1'15"	2.6		1.1

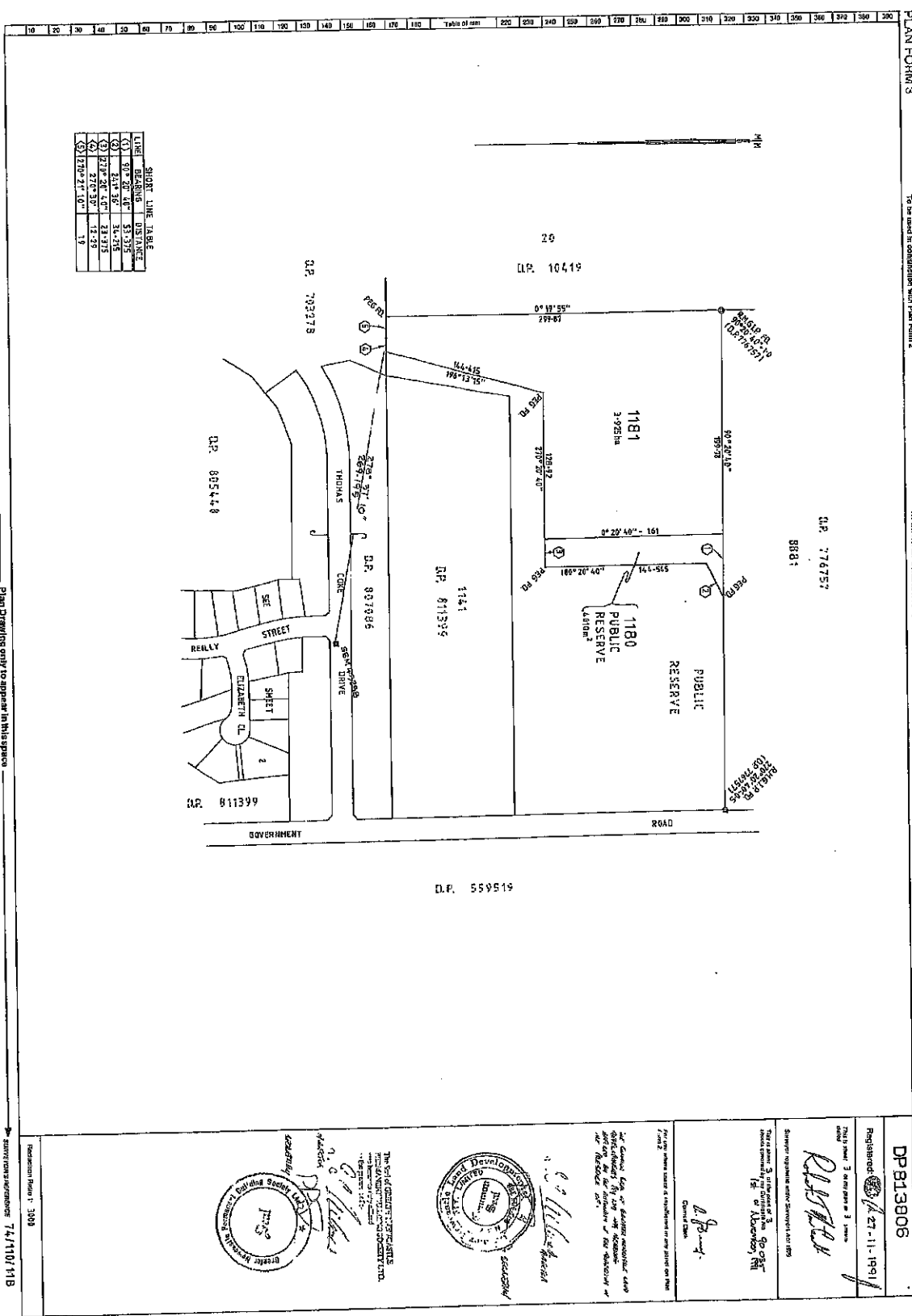
This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 20th November, 1991.

Reduction Ratio: 1:500  
 Scale: 1:500  
 Date: 74/11/10/118

Professional stamps and signatures for the Registrar General and other officials.

DP 813806  
 Registered 27-11-1991  
 Registrar General  
 NSW

3



SHORT LINE TABLE

LINE	BEARING	DISTANCE
(1)	80° 26' 40"	53.375
(2)	54° 36'	34.375
(3)	27° 20' 40"	23.375
(4)	27° 31'	13.25
(5)	170° 21' 10"	19

PLAN FORM 3  
 To be used in conjunction with Form 2  
 WARNING: CREATING OR HOLDING WILL LEAD TO REJECTION  
 OFFICE USE ONLY

Plan Drawing only to appear in this space  
 10 20 30 40 50 60 70 80 90 100 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General. This document is dated November, 1991.



DP 813806  
 Registered 27-11-1991  
 This plan is 3 dimensions 3 years  
 Surveyor: [Signature]  
 Registrar: [Signature]  
 The Office of the Registrar-General  
 115-117 Macquarie Street, Sydney, NSW 2000  
 Telephone: (02) 951 3806  
 Fax: (02) 951 3807  
 The Office of the Registrar-General  
 115-117 Macquarie Street, Sydney, NSW 2000  
 Telephone: (02) 951 3806  
 Fax: (02) 951 3807



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
 ON THE USE OF LAND INTENDED TO BE CREATED TO SECTION 88B OF  
 THE CONVEYANCING ACT, 1919**

Lengths are in Metres: Sheet 1 of 5 Sheets

Plan: DP 813806

Subdivision of Lot 1140  
 DP 811399 covered by  
 Council 5/90 035  
 90 O&S of 1-1-1991  
 Greater Newcastle Land  
 Pty Limited  
 103 Tudor Street, Hamilton  
 Greater Newcastle Permanent  
 Building Society Limited  
 103 Tudor Street, Hamilton

1. Identity of Easement or  
 Restriction firstly referred  
 to in the abovementioned plan:

Easement to drain water 2.5  
 wide

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots Burdened	Lots, Name of Road or Authority Benefited
1147	1146
1146	1146, 1147
1149	1146 to 1148 inclusive
1150	1146 to 1149 inclusive
1151	1146 to 1150 inclusive
1152	1146 to 1150 inclusive
1153	1151, 1152
1154	1151, 1152
1155	1151, 1152
1156	1151, 1152
1157	1151, 1152
1158	1151, 1152
1159	1151, 1152
1160	1151, 1152
1161	1151, 1152
1162	1151, 1152
1163	1151, 1152
1164	1151, 1152
1165	1151, 1152
1166	1151, 1152
1167	1151, 1152
1168	1151, 1152
1169	1151, 1152
1170	1151, 1152
1171	1151, 1152
1172	1151, 1152
1173	1151, 1152
1174	1151, 1152
1175	1151, 1152
1176	1151, 1152
1177	1151, 1152
1178	1151, 1152
1179	1151, 1152

2. Identity of Easement or  
 Restriction secondly referred  
 to in the abovementioned plan:

Restriction on Use.

This is Sheet 1 of a 5 Sheet Instrument

*M. J. Williams*  
 B.S.D.

REGISTERED  
 27. 11. 1991

*M. J. Williams*  
 B.S.D.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
 ON THE USE OF LAND INTENDED TO BE CREATED TO SECTION 88B OF  
 THE CONVEYANCING ACT, 1919**

Lengths are in Metres: Sheet 3 of 5 Sheets

Plan: DP 813806

Subdivision of Lot 1140  
 DP 811399 covered by  
 Council 5/90 035  
 90 O&S of 1-1-1991  
 Greater Newcastle Land  
 Pty Limited  
 103 Tudor Street, Hamilton  
 Greater Newcastle Permanent  
 Building Society Limited  
 103 Tudor Street, Hamilton

(1) The gutter of the street which the lot faces, or  
 (11) Some alternative discharge point satisfactory to the Maitland  
 City Council

- (j) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be, appear or remain in an excavated or quarried state.
- (k) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (l) No fuel storage tanks (except for domestic heating and/or cooking purposes) shall be placed upon or permitted to remain on any lot burdened.
- (m) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (n) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Greater Newcastle Land Developments Pty Limited and Greater Newcastle Land Developments Pty Limited shall have the right to remove any such advertising hoarding sign or matter without notice.
- (o) No fence shall without the prior written consent of Greater Newcastle Land Developments Pty Limited be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then the registered proprietor of such lot may erect a fence along one only of the street boundaries but no such fence so erected shall be of a height exceeding 1.70 metres. Any such fence so erected shall be of a uniform height and shall be of the same style, texture and colour as is used in the construction of the dwelling erected on such lot or shall be constructed of lapped and capped palings and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.

This is Sheet 3 of a 5 Sheet Instrument

*M. J. Williams*  
 B.S.D.

REGISTERED  
 27. 11. 1991

*M. J. Williams*  
 B.S.D.



10	20	30	40	50	60	70	Table of mm	110	120	130	140
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*M. Wilson*  
 PRSD

REGISTERED 27.11.1991

*M. Wilson*  
 PRSD

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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This is Sheet 2 of a 5 Sheet Instrument

- Terms of Restriction on Use Secondly Referred to in the above-mentioned Plan:
- (a) No building or buildings shall be erected on each lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the above-mentioned materials. No building shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement shall not be used in external walls except in the case of a two storey building, in the walls of the upper storey where the proportion shall not exceed 30% of the total area of the external walls.
  - (b) No main building shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, inclusive of the thickness of all internal walls.
  - (c) No more than one single dwelling shall be erected on any lot burdened and, for this purpose "dwelling" shall not include a building designed for the separate use of more than one family unit.
  - (d) No existing dwelling house shall be partly or wholly moved to, placed upon, reconstructed upon, or permitted to remain upon any lot burdened.
  - (e) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
  - (f) No building shall be erected on any lot burdened having a roof cladding of fibre glass, plastic, metal or fibrous cement without the prior written consent of Greater Newcastle Land Developments Pty Limited.

Lengths are in Metres:  
 Plan: DP 813806  
 Subdivision of Lot 1140  
 DP 811399 covered by  
 Council Clerk's Certificate  
 No. 133/5/90 035  
 90 025 of 1-11-1991

Sheet 2 of 5 Sheets

SCHEDULE OF LOTS, AFFECTED

Lot Burdened	Lot, Name of Road or Authority Benefited
Each lot except 1180, 1181	1181

PLAN 2

INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED BY SECTION 83B OF THE CONVEYANCING ACT, 1919

INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED BY SECTION 83B OF THE CONVEYANCING ACT, 1919

- (g) No palisade fence shall be erected or permitted to remain on any lot burdened, unless it is capped and provided further that, subject to determination by Greater Newcastle Land Developments Pty Limited as to what constitutes a palisade fence for the purpose intended or proposed to be erected, the height, material, colour or type of fence shall be final and binding.
- (h) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Greater Newcastle Land Developments Pty Limited without the consent of Greater Newcastle Land Developments Pty Limited but such consent shall not be withheld if such fence is erected without expense to Greater Newcastle Land Developments Pty Limited provided that the palisade fence shall remain in force only if the palisade fence is erected on the land in the plan or any land immediately adjoining the land in the plan.
- (i) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- (j) The person having the right to release, vary, modify or enforce these restrictions is Greater Newcastle Land Developments Pty Limited or such other persons, Company or Companies nominated by it under its common seal for that purpose for such period as it is the registered proprietor of any land in the Plan and Greater Newcastle Land Developments Pty Limited shall not be bound by any release, variation or modification of these restrictions if the person having the right to release, vary or modify these restrictions are all of those registered proprietors or their assigns of lots that are wholly or partly within 50 metres of the lot that is subject to the release variation and modification of these restrictions.
- (k) For the purpose of these restrictions:-
  - (1) the word "structure" shall have the meaning attributed to it under the Local Government Act 1919.

Lengths are in Metres:  
 Plan: DP 813806  
 Subdivision of Lot 1140  
 DP 811399 covered by  
 Council Clerk's Certificate  
 No. 133/5/90 035  
 90 025 of 1-11-1991

Sheet 4 of 5 Sheets

This is Sheet 4 of a 5 Sheet Instrument

*M. Wilson*  
 PRSD

REGISTERED 27.11.1991

*M. Wilson*  
 PRSD

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE GIVEN TO SECTION 88B OF  
THE CONVEYANCING ACT, 1919**

Lengths are in Metres:  
Plan: **DP 813 B06**

Sheet 5 of 5 Sheets  
Subdivision of Lot 1140  
DP 81139 covered by  
Council Clerk's Certificate  
No. 133/5/90 035  
90 035 of 1-11-1991

The Common Seal of Greater Newcastle  
Land Developments Pty Limited was  
hereunto affixed by authority of the  
Directors previously given in the  
presence of:

*[Signature]*  
Director  
*[Signature]*  
Secretary



The Common Seal of Greater Newcastle  
Permanent Building Society Limited  
was hereunto affixed by authority of  
the Directors previously given in  
the presence of:

*[Signature]*  
Director  
*[Signature]*  
Secretary



This is Sheet 5 of a 5 Sheet Instrument

REGISTERED  
27 11 1991

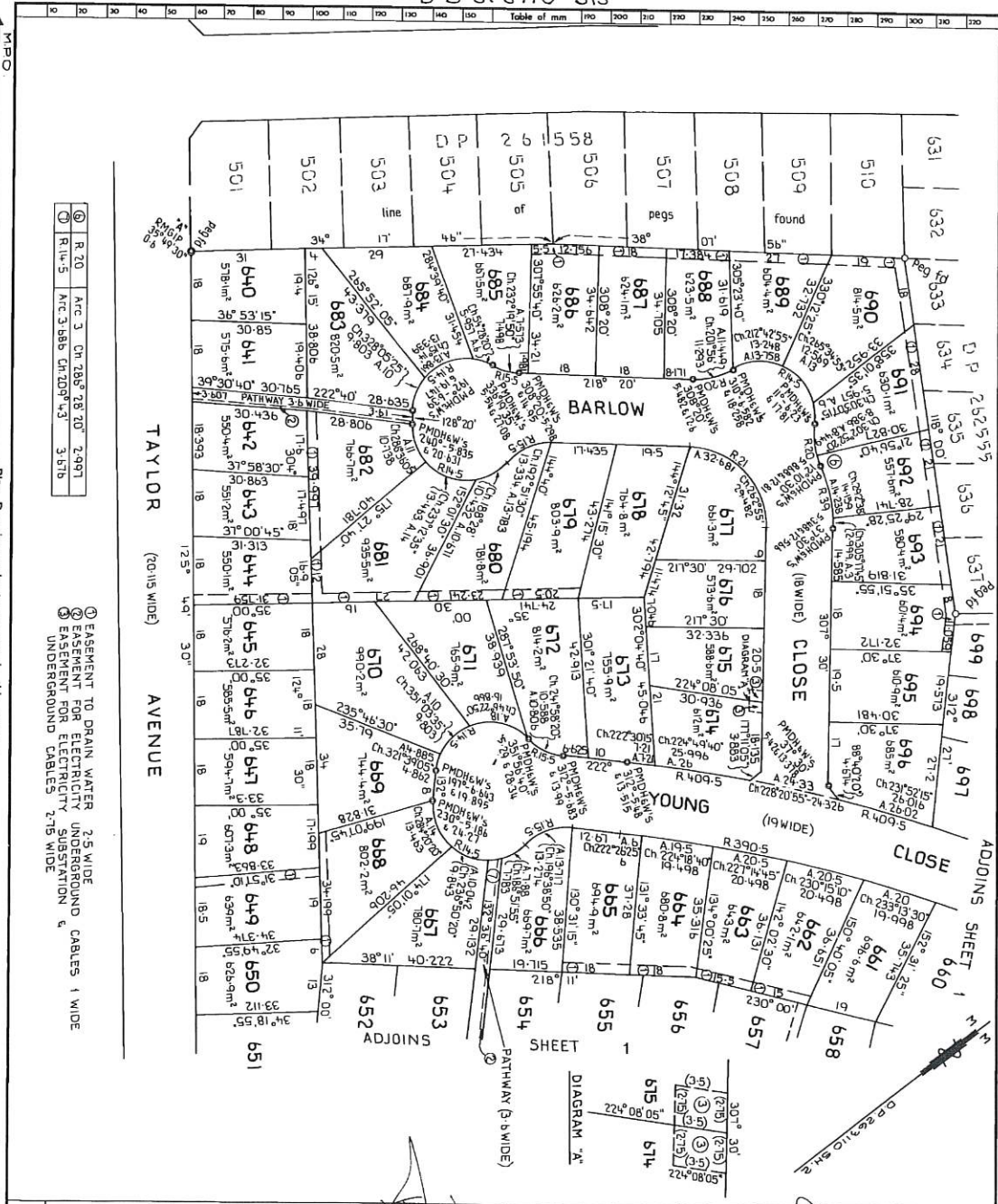
This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day 28th November, 1991



10 20 30 40 50 60 70 Table 61 mm 110 120 130 140



D.P. 263110 S13



①	R 20	ARC 3	CH 288° 28' 20"	2.997
②	R 14.5	ARC 3	CH 209° 43'	3.676

- ① EASEMENT TO DRAIN WATER 2.5 WIDE
- ② EASEMENT FOR ELECTRICITY UNDERGROUND 6
- ③ EASEMENT FOR ELECTRICITY UNDERGROUND CABLES 1 WIDE
- ④ UNDERGROUND CABLES 2.75 WIDE

Plan Drawing only to appear in this space

REDUCTION RATIO 1:800  
 LENGTH AS IN METRES  
 SURVEYOR'S REFERENCE T14/110-6

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY

D.P. 263110

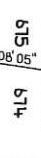
Registered 11.6.1982

This is sheet 2 of any plan in 3 sheets dated 12th MAY 1982

Surveyor registered under Surveyors Act 1928  
*John M. MacLennan*

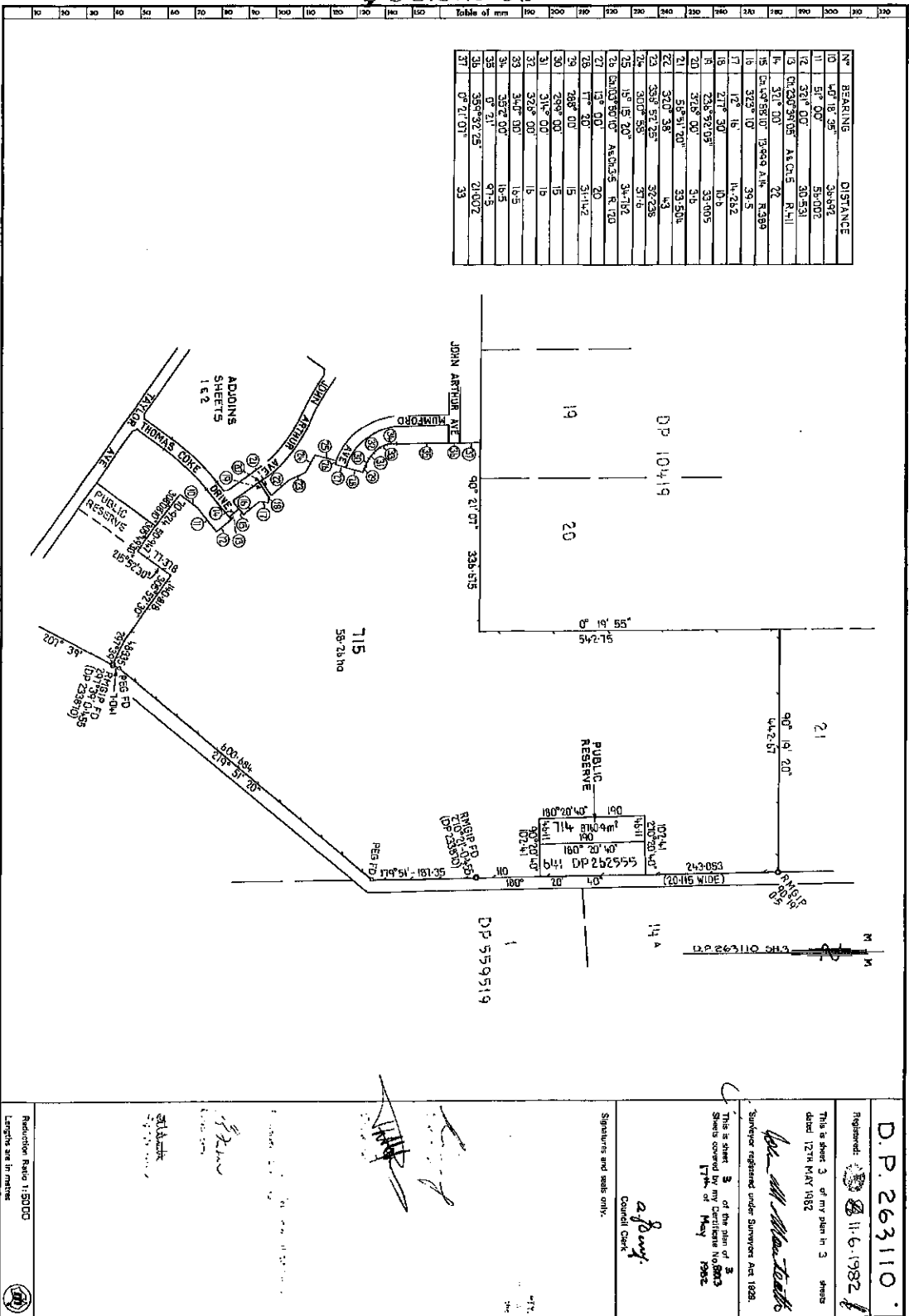
This is sheet 2 of the plan of 3 sheets prepared by my Certificate No. 61013 dated 17th May 1982

Signatures and seals only.  
*A. J. J. J.*  
 Council Clerk



D.P. 263110 S13

د ب 5593110



PLAN FORM 3 To be used in conjunction with Plan Form 2  
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION  
 OFFICE USE ONLY

Plan Drawing only to appear in this space  
 SURVEYOR'S REFERENCE: T4/110/b

**D.P. 263110**

Registered: 11/6/1982

This is sheet 3 of my plan in 3 sheets dated 12th MAY 1982

*John Arthur*  
 Surveyor registered under Surveyors Act 1926.

This is sheet 3 of the plan of 3 sheets covered by my Certificate Number 1778 of May 1982

*a. J. J. J.*  
 Council Clerk

Signatures and seals only.

Reduction Ratio 1:5000  
 Lengths are in metres

د ب 5593110

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Widths are in metres.

(Page 1 of 8 Pages)

263110  
Plan: ~~DP63110~~

PART 1

Subdivision of the whole of the land comprised in Certificate of Title Volume 14713 Folio 188 covered by Council Clerk's Certificate No. 81013

Full name and address of proprietor of the land:

Hooker-Rex Pty. Limited, Hooker House, 175 Pitt Street, Sydney, N.S.W. 2000.

Full name and address of mortgagee of the land:

Interim Mortgage Finance Limited, Hooker House, 175 Pitt Street, Sydney, N.S.W. 2000 under Mortgage R343160.

1. Identity of easement or restriction firstly referred to in abovementioned plan:

Easement to drain water 2.5 wide

SCHEDULE OF LOTS ETC. AFFECTED.

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
644	670, 671 and 678 to 683 inclusive
649	667 to 669 inclusive
657	662 to 666 inclusive
662	663 to 666 inclusive
663	664 to 666 inclusive
664	665 and 666
665	666
668	667 and 669
679	678
680	678 and 679
681	670, 671, 678, 679, 680, 682 and 683
682	683
686	685
687	685,686
688	685 to 687 inclusive
689	685 to 688 inclusive
690	685 to 689 inclusive
691	685 to 690 inclusive
692	685 to 691 inclusive
693	685 to 692 inclusive
694	685 to 693 inclusive and 695
699	685 to 695 inclusive
700	624 to 630 inclusive, D.P. 262555, C.T. Volume 14713 Folios 172 to 178 inclusive
701	624 to 630 inclusive, D.P. 262555, C.T. Volume 14713 Folios 172 to 178 inclusive and 700
702	624 to 630 inclusive, D.P. 262555, C.T. Volume 14713 Folios 172 to 178 inclusive and 700 and 701

This is Page 1 of an 8 Page Instrument.....

*B. J. Amber*  
*[Signature]*  
*[Signature]*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Widths are in metres.

(Page 2 of 8 Pages)

Plan: D.P.263110

Subdivision of the whole of the land comprised in Certificate of Title Volume 14713 Folio 188 covered by Council Clerk's Certificate No. 81013

SCHEDULE OF LOTS ETC. AFFECTED (CONTINUED)

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited.</u>
703	624 to 630 inclusive, D.P. 262555, C.T. Volume 14713 Folios 172 to 178 inclusive and 700 to 702 inclusive
704	624 to 630 inclusive, D.P. 262555, C.T. Volume 14713 Folios 172 to 178 inclusive and 700 to 703 inclusive
705	706
708	709 to 712 inclusive and 715
709	710 to 712 inclusive and 715
710	711 and 712 and 715
711	712 and 715

2. Identity of easement or restriction secondly referred to in abovementioned plan: Easement for electricity underground cables 1 wide

SCHEDULE OF LOTS ETC. AFFECTED.

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited.</u>
Pathway 3.6 wide from Barlow Close to Taylor Avenue	Shortland County Council
Pathway 3.6 wide from Young Close to Thomas Coke Drive	Shortland County Council

3. Identity of easement or restriction thirdly referred to in abovementioned plan: Easement for electricity sub-station and underground cables 2.7 wide

SCHEDULE OF LOTS ETC. AFFECTED.

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited.</u>
674 and 675	Shortland County Council

4. Identity of easement or restriction fourthly referred to in abovementioned plan: Easement for electricity sub-station and underground cables 3.5 wide

This is Page 2 of an 8 Page Instrument.....



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Widths are in metres

(Page 3 of 8 Pages)

Plan: D.P.263110

Subdivision of the whole of the land comprised in Certificate of Title Volume 14713 Folio 188 covered by Council Clerk's Certificate No. 81013

SCHEDULE OF LOTS ETC. AFFECTED.

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited.</u>
713	Shortland County Council

5. Identity of easement or restriction fifthly referred to in abovementioned plan: Restrictions as to User

SCHEDULE OF LOTS ETC. AFFECTED.

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited.</u>
640 to 712 inclusive	Lots 640 to 712 inclusive

~~6. Identity of easement or restriction sixthly referred to in abovementioned plan: Restrictions as to User~~

SCHEDULE OF LOTS ETC. AFFECTED.

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited.</u>
713	Every other lot

*VAP*  
*OK*

PART 2.

2. Terms of Easement for Electricity Underground Cables 1 wide secondly referred to in abovementioned plan:

Reserving to and in favour of the Shortland County Council for the purpose of enabling the supply of electricity full right and liberty:-

(a) To lay and maintain cables and connections underground beneath the surface of that part of the land delineated in the plan and therein referred to as "easement for electricity underground cables".

(b) For the purpose aforesaid for the said Shortland County Council and or by its authorised servants from time to time and at all reasonable times to enter into and upon the said land and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

3. Terms of Easement for Electricity Sub-Station and underground cables 2.7 wide thirdly referred to in the abovementioned plan:

This is Page 3 of an 8 Page Instrument.....

*Mr [Signature]*  
*[Signature]*  
*[Signature]*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED  
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

Widths are in metres

(Page 4 of 8 Pages)

Plan: **D.P.263110**

Subdivision of the whole of the land  
comprised in Certificate of Title Volume  
14713 Folio 188 covered by Council Clerk's  
Certificate No. 81013

Reserving to and in favour of the Shortland County Council for the purpose  
of enabling the supply of electricity full right and liberty:-

(a) To install and maintain a padmount substation and to lay and maintain  
cables and connections on or beneath the surface of that part of the land  
delineated in the plan and therein referred to as "easement for  
electricity sub-station and underground cables".

(b) For the purpose aforesaid for the said Shortland County Council and  
or by its authorised servants from time to time and at all reasonable  
times to enter into and upon the said land and to pass and repass over the  
same for all purposes whatsoever connected with the rights created by  
Paragraph (a) hereof.

**4. Terms of Easement for Electricity sub-station and underground cables 3.5  
wide fourthly referred to in the abovementioned plan:**

Reserving to and in favour of the Shortland County Council for the purpose  
of enabling the supply of electricity full right and liberty:-

(a) To install and maintain a padmount substation and to lay and maintain  
cables and connections on or beneath the surface of that part of the land  
delineated in the plan and therein referred to as "easement for  
electricity sub-station and underground cables".

(b) For the purpose aforesaid for the said Shortland County Council and  
or by its authorised servants from time to time and at all reasonable  
times to enter into and upon the said land and to pass and repass over the  
same for all purposes whatsoever connected with the rights created by  
Paragraph (a) hereof.

**5. Terms of Restrictions as to User fifthly referred to in the abovementioned  
plan:**

(a) No building or buildings shall be erected on any of Lots 640 to 659  
inclusive other than with external walls of brick, and/or brick veneer  
and/or stone and/or concrete and/or glass and/or timber and/or asbestos  
cement, provided that the proportion of brick and/or brick veneer and/or  
stone and/or concrete shall not be less than 25% of the total area of the  
external walls. Timber shall not be used in external walls except in  
conjunction with all or any of the above mentioned materials and the  
proportion shall not exceed 33% of the total area of the external walls.  
Asbestos cement shall not be used in external walls except in gable ends  
and, in the case of a two storey building, in the walls of the upper  
storey where the proportion shall not exceed 50% of the total area of the  
external walls.

(b) No building or buildings shall be erected on any of the Lots 660 to  
712 inclusive having external walls of flat asbestos or fibro cement  
sheeting or any other material of a similar nature.

This is Page 4 of an 8 Page Instrument.....

*Handwritten signatures and initials:*  
MRC  
P. [Signature]  
[Signature]  
[Signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Widths are in metres

(Page 5 of 8 Pages)

Plan: D.P.263110

Subdivision of the whole of the land comprised in Certificate of Title Volume 14713 Folio 188 covered by Council Clerk's Certificate No. 81013

(c) No main building shall be erected or be permitted to remain erected on each lot burdened, having a total internal floor area of less than 90 square metres exclusive of car accommodation, external landings and patios.

(d) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.

(e) No building shall be erected on each lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without a written approval of the Vendor.

(f) No building shall be erected on each lot burdened having a roof of corrugated iron.

(g) No fence shall without the prior written consent of Hooker Rex Pty. Limited (hereinafter called "Hooker") be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then the registered proprietor of such lot may erect a fence along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of lapped and capped palings of a maximum height of 1.70 metres above the footpath level as fixed by the Maitland City Council.

(h) No paling fence shall be erected or permitted to remain on any lot burdened unless it is capped and provided further that, subject to determinations by Hooker as to what constitutes a paling fence for the purpose of this clause and as to whether a particular fence or type of fence constructed or proposed to be constructed constitutes a paling fence shall be final and binding.

(i) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.

(j) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Hooker and Hooker shall have the right to remove any such advertising hoarding sign or matter without notice.

(k) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be, appear or remain in an excavated or quarried state. Without prejudice to its other remedies, breach of this condition in respect of a lot shall entitle Hooker to terminate any agreement by which it sells the lot.

This is Page 5 of an 8 Page Instrument.....

Handwritten signatures and initials at the bottom of the page, including 'P.K.', 'J. J. J.', and 'C. J. J.'.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Widths are in metres

(Page 6 of 8 Pages)

Plan: D.P.263110

Subdivision of the whole of the land comprised in Certificate of Title Volume 14713 Folio 188 covered by Council Clerk's Certificate No. 81013

(l) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Hooker without the consent of Hooker but such consent shall not be withheld if such fence is erected without expense to Hooker provided that this Restriction shall remain in force only during such time as Hooker is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.

(m) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

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

(o) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.

(p) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the Plan of Subdivision creating the said lot.

(q) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.

(r) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.

(s) No more than one single dwelling shall be erected on any lot burdened and for this purpose "dwelling" shall not include a building designed for the separate occupation of more than one family unit.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

The person having the right to release, vary or modify these restrictions is Hooker for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later.

~~6. Terms of Restrictions as to User sixthly referred to in the abovementioned plan:~~

~~(a) No building or buildings shall be erected on any lot burdened having external walls of flat asbestos or fibro cement sheeting or any other material of a similar nature.~~

This is Page 6 of an 8 Page Instrument.....

*Handwritten signatures and initials:*  
MJC  
[Signature]  
[Signature]  
[Signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED  
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Widths are in metres

(Page 7 of 8 Pages)

Plan: D.P.263110

Subdivision of the whole of the land  
comprised in Certificate of Title Volume  
14713 Folio 188 covered by Council Clerk's  
Certificate No. 81013

~~(b) No building shall be erected on each lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature without a written approval of the Vendor.~~

(c) No building shall be erected on each lot burdened having a roof of corrugated iron.

(d) No paling fence shall be erected or permitted to remain on any lot burdened unless it is capped and provided further that subject to determinations by Hooker Rex Pty. Limited (hereinafter called "Hooker") as to what constitutes a paling fence for the purpose of this Clause and as to whether a particular fence or type of fence constructed or proposed to be constructed constitutes a paling fence shall be final and binding.

(e) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.

~~(f) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Hooker and Hooker shall have the right to remove any such advertising hoarding sign or matter without notice.~~

(g) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be, appear or remain in an excavated or quarried state. Without prejudice to its other remedies, breach of this condition in respect of a lot shall entitle Hooker to terminate any agreement by which it sells the lot.

(h) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Hooker without the consent of Hooker but such consent shall not be withheld if such fence is erected without expense to Hooker provided that this Restriction shall remain in force only during such time as Hooker is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.

(i) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

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

(k) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.

~~(l) No run-off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to~~

This is Page 7 of an 8 Page Instrument.....

*[Handwritten signatures and initials]*

INSTRUMENT SETTING OUT TERMS OF BASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Widths are in metres

(Page 8 of 8 Pages)

Plan: D.P.263110

Subdivision of the whole of the land comprised in Certificate of Title Volume 14713 Folio 188 covered by Council Clerk's Certificate No. 81013

~~run outside the boundaries of that lot except into or through the inter-~~  
allotment drainage system within the easement for drainage shown on the Plan of Subdivision creating the said lot.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

The person having the right to release, vary or modify these restrictions is Hooker for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan ~~whichever is the later.~~

The Common Seal of Hooker-Rex Pty. Limited was hereunto affixed by authority of the Directors previously given in the presence of: )



*AK*  
.....

The Common Seal of Interim Mortgage Finance Limited was hereunto affixed by authority of the Directors previously given in the presence of: )



*B. Owen*  
.....

*AK*  
.....

This is Page 8 of an 8 Page Instrument.....

INSTRUMENT SETTING OUT INTERESTS CREATED  
PURSUANT TO SECTION 88B, CONVEYANCING ACT  
1919, LODGED WITH D.P. 263110

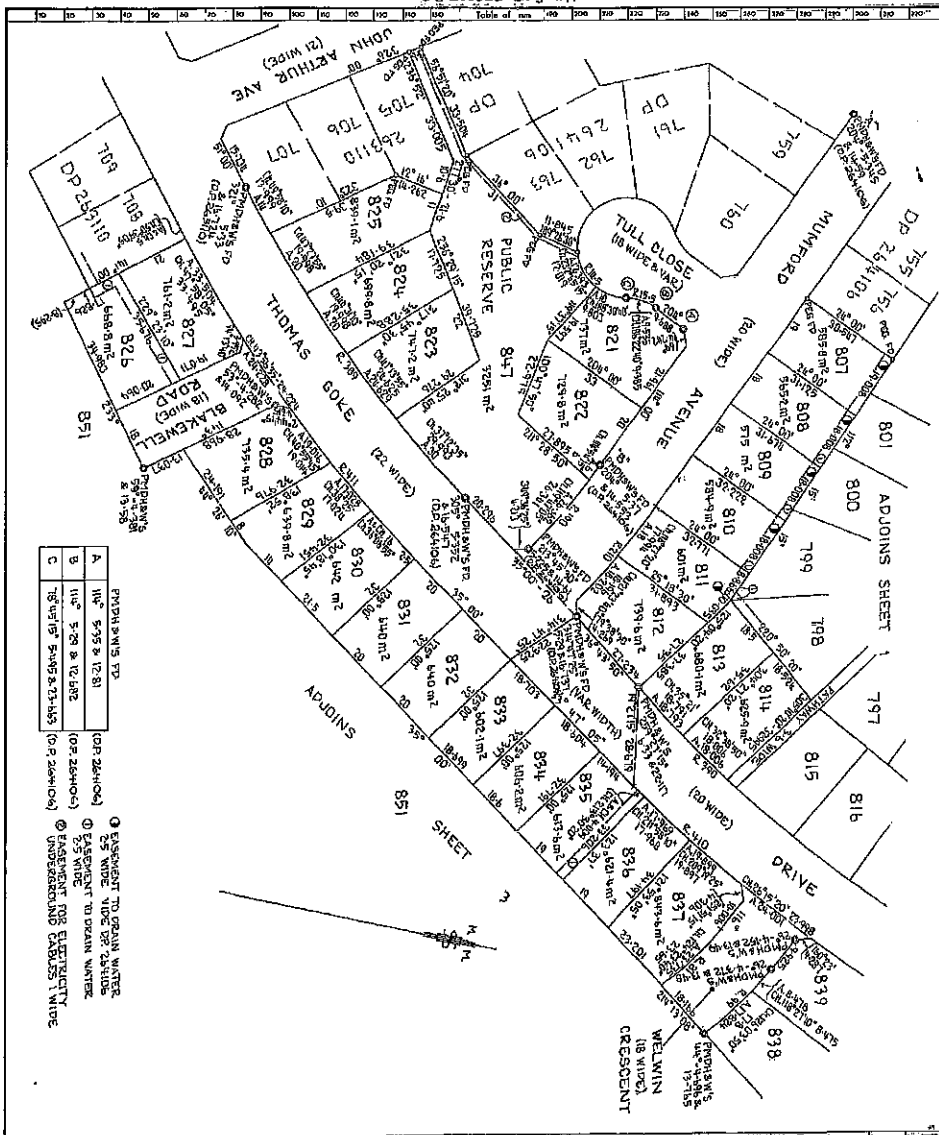
11-6-1982



PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



Plan Drawing only to appear in this space

A	1/4"	5.75 x 12.81	(DP 264/04)
B	1/4"	5.28 x 12.82	(DP 264/03)
C	1/8"	5.05 x 11.45	(DP 264/04)

Q EASEMENT TO DRAIN WATER  
 @ 5.75 METER TO DRAIN WATER  
 @ 5.25 METER TO DRAIN WATER  
 @ EASEMENT FOR ELECTRICITY  
 UNDERGROUND CABLES 1 METER

MEMORANDUM AND/OR CONDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photograph made on a permanent record of a document in my custody this day.

12th September, 1984

REGISTRAR GENERAL T.V.H.D.18

Reduction Ratio 1:2500



The Act, 1966, provides for the registration of a mortgage of land in the name of the Registrar General and the Registrar General is authorized to register such mortgages.

Signatures and mark only

Current Clerk

DP 703278

This is sheet 2 of my plan in the sheet dated 27th JANUARY 1984.

Survey registered under Surveyors Act 1924.

DP 703278 of the site of the property owned by my Certificate No. 81054.



PLAN FORM 3 To be used in conjunction with Plan Form 2  
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION  
 OFFICE USE ONLY

SIGNATURES AND SEALS ONLY

*John J. Walker*  
*John J. Walker*

PRICHARD

*John J. Walker*

*John J. Walker*

The Common Seal of the Registrar-General  
 of New South Wales  
 at the Registrar-General's Office  
 at Sydney



UNITED REGISTRARS BUILDING SOCIETY LTD  
 Registered under the Companies Act 1936  
 in New South Wales  
 as a Public Company  
 having a share capital  
 of £100,000 divided into  
 100,000 shares of £1 each  
 and a reserve fund  
 of £100,000  
 and a profit and loss  
 account showing the undivided  
 profits of the company  
 for the year ending 31st  
 December 1984  
 has been audited by  
 Messrs. [Name] Chartered  
 Accountants and their  
 report thereon is  
 attached to this instrument.  
 Signed in my presence  
 as a Director of the  
 company on this 21st day  
 of September 1984.

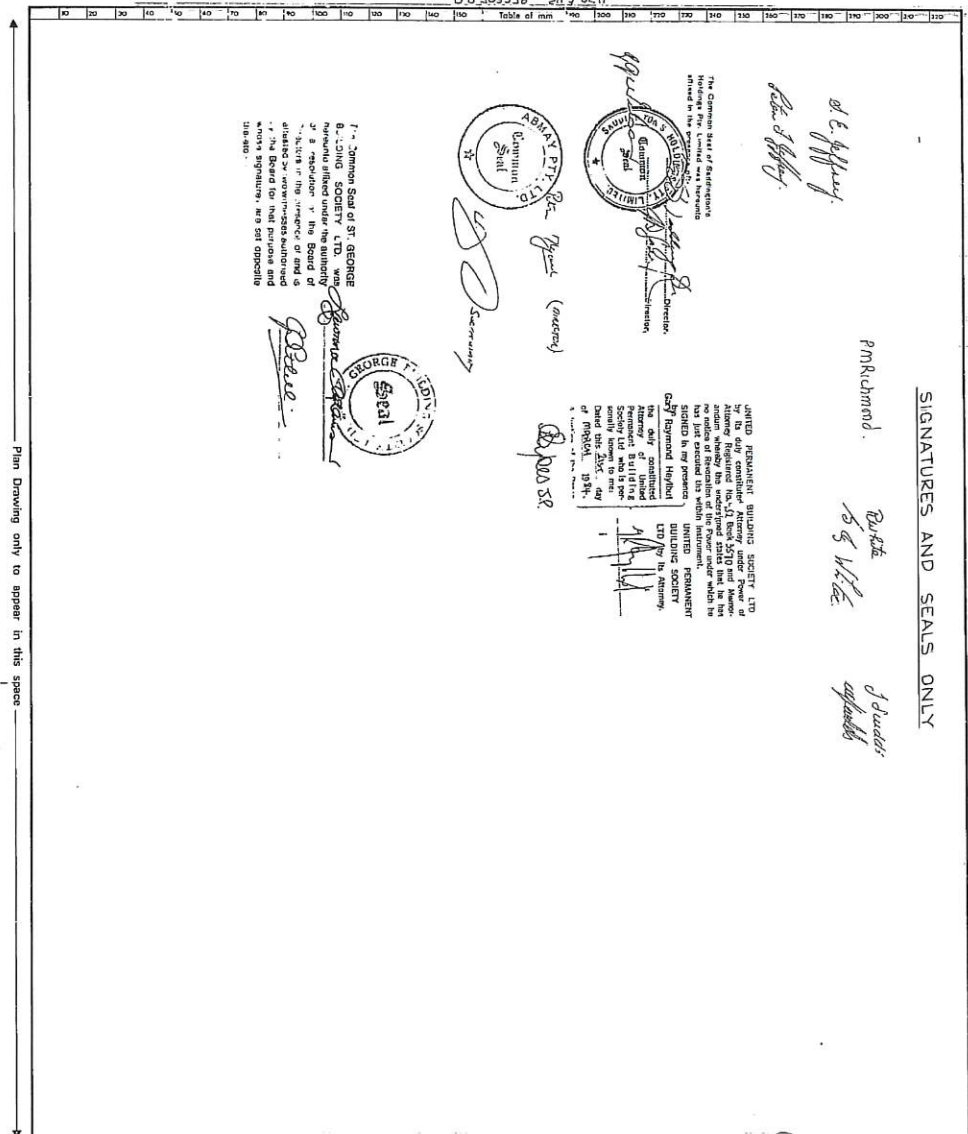


*John J. Walker*  
 Secretary



Common Seal of ST. GEORGE  
 BUILDING SOCIETY LTD. with  
 limited liability  
 incorporated in New South  
 Wales  
 in accordance with the  
 provisions of the Companies  
 Act 1936  
 and the provisions of the  
 Building Societies Act 1975  
 and the provisions of the  
 Building Societies Act 1980  
 and the provisions of the  
 Building Societies Act 1984  
 and the provisions of the  
 Building Societies Act 1985  
 and the provisions of the  
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 and the provisions of the  
 Building Societies Act 1987  
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 Building Societies Act 2014  
 and the provisions of the  
 Building Societies Act 2015  
 and the provisions of the  
 Building Societies Act 2016  
 and the provisions of the  
 Building Societies Act 2017  
 and the provisions of the  
 Building Societies Act 2018  
 and the provisions of the  
 Building Societies Act 2019  
 and the provisions of the  
 Building Societies Act 2020

*John J. Walker*  
 Secretary



Plan Drawing only to appear in this space

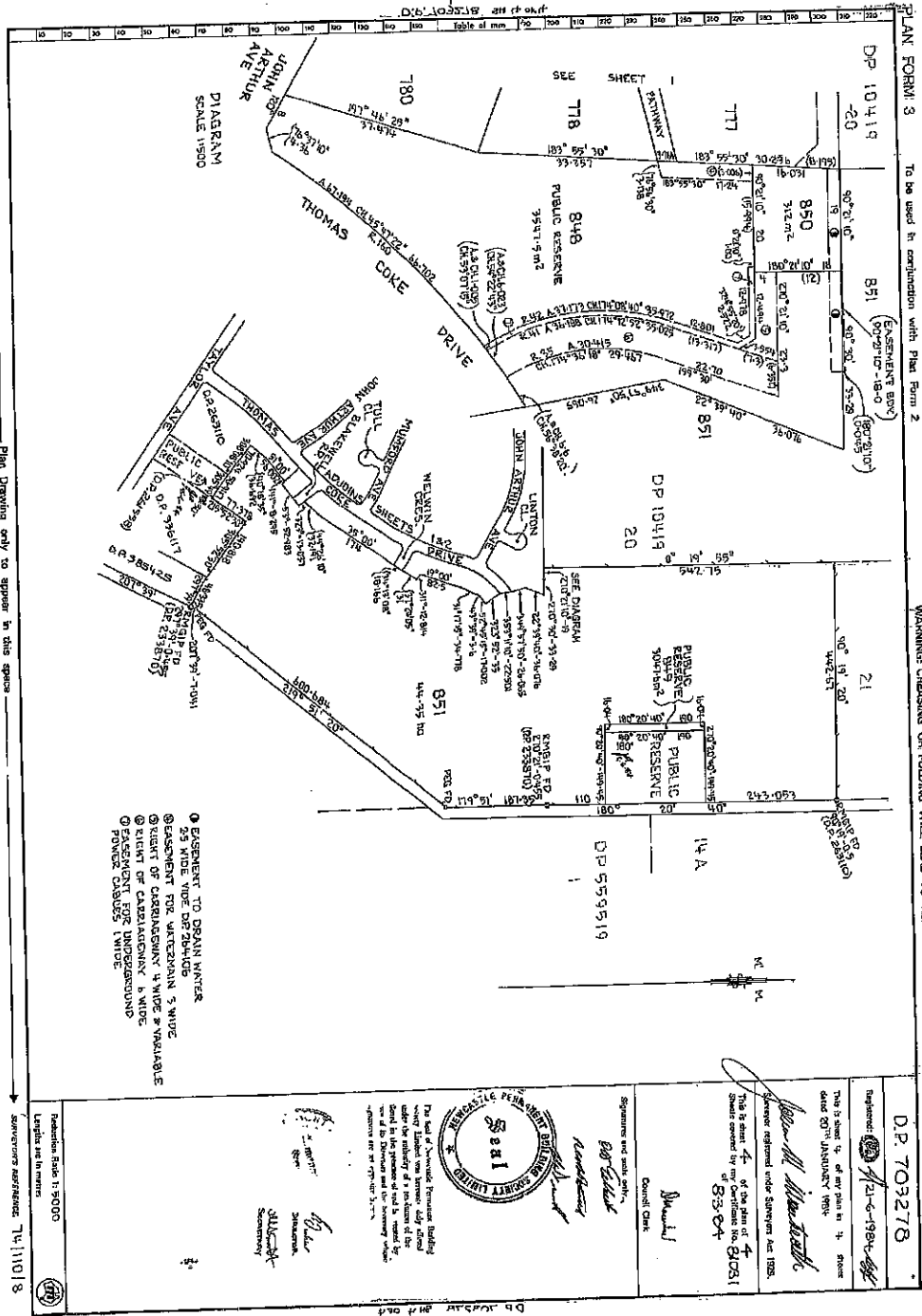
Registered: 12-6-1981  
 This is sheet 3 of my plan in 4 sheets  
 dated 20th JANUARY 1981  
 I, *John J. Walker*  
 Secretary registered under Statutory Act 1929,  
 do hereby certify that the plan of 4  
 sheets covered by my Certificate No. B1051  
 of 8.3.84  
 is a true and correct copy of the  
 original plan as shown to me  
 by the Registrar-General  
 of New South Wales  
 on this 21st day of  
 September 1984.  
 Signed and sealed this 21st day  
 of September 1984.  
*John J. Walker*  
 Secretary



The Seal of Newcastle Permanent Building  
 Society Ltd. is a true and correct copy  
 of the original seal as shown to me  
 by the Registrar-General of New South  
 Wales on this 21st day of September 1984.  
 Signed and sealed this 21st day  
 of September 1984.  
*John J. Walker*  
 Secretary



AMENDMENTS AND/OR ADDITIONS NOTED ON  
 PLAN IN REGISTRAR GENERAL'S OFFICE.  
 I, Bruce Richard Davies, Under Secretary for Lands and  
 Registrar General for New South Wales, certify that this  
 document is a photograph made as a permanent record of a  
 document in my custody this day.  
 21st September, 1984



AMENDMENTS AND/OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Brian Richard Davies, Under Secretary for Lands and Registrar-General for New South Wales, certify that this document is a photograph made as a permanent record of a document in my custody this day.

21st September, 1984

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CHECKING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY

D.P. 703278

Registered 11/11/84

This is a plan of a part of the land shown on the plan of 8504

Prepared and signed under Statutory Act 1982

Signature and seal of the Registrar-General

Signature and seal of the Registrar-General

Signature and seal of the Registrar-General

Signature and seal of the Registrar-General



Scale 1:500

Length and breadth

Surveyors Reference T4/11018

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.  
 Widths are in metres  
 (Page 10 of 11 Pages)

Plan: DP703278

Subdivision of Lot 765 in D.P. 264106 being the whole of the land comprised in Certificate of Title Volume 15047 Folio 51 covered by Council Clerk's Certificate of Title Volume 81031 dated 8th March, 1984.

Consent by Paul Malcolm Richmond being Registered Proprietor of Lot 765 in D.P. 264106 Certificate of Title Volume 14806 Folio 84

Paul Malcolm Richmond

Consent by Abmay Pty. Ltd. being Registered Proprietor of Lot 711 in D.P. 264110 Certificate of Title Volume 14806 Folio 85

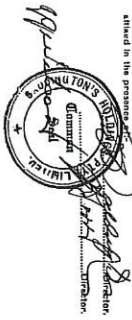
The Common Seal of Abmay Pty. Ltd. was hereunto affixed by authority of the Directors previously given in the presence of:

Secretary.



Director

The Common Seal of Sedgemoor Holdings Pty. Limited was hereunto affixed in the presence of:



Director

This is Page 10 of an 11 Page Instrument.....

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.  
 Widths are in metres  
 (Page 11 of 11 Pages)

Plan:

DP703278

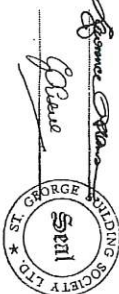
Subdivision of Lot 765 in D.P. 264106 being the whole of the land comprised in Certificate of Title Volume 15047 Folio 51 covered by Council Clerk's Certificate of Title Volume 81031 dated 8th March, 1984.

Consent by Stephen John White being Registered Proprietor of Lot 712 in D.P. 264110 Certificate of Title Volume 14806 Folio 86

Stephen John White

Nath White

The Common Seal of ST. GEORGE BUILDING SOCIETY LTD. was hereunto affixed under the authority of a resolution of the Board of Directors in the presence of and its directed by the persons authorized by the Board for that purpose and whose signatures are set opposite hereon:



Director

INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919, LOGGED WITH

DP703278

Registered 21-6-1984

This is Page 11 of an 11 Page Instrument.....

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 19th September, 1989



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 83B OF THE CONVEYANCING ACT, 1912.

Widths are in metres

Plan: DP 703278

(Page 8 of 11 Pages)  
 Subdivision of Lot 765 in D.P. 264106 being the whole of the land comprised in Certificate of Title Volume 15047 Folio 51 Council Clerk's Office No. 21031 dated 8th March, 1984.

(7) No driveway shall be constructed on any of the lots numbered 838 to 837 inclusive and 844, 845 and 846 without the prior consent in writing of Hooker being obtained. Such consent shall be given in writing and the said driveway is to be constructed in accordance with the specifications and levels acceptable to Matlam City Council.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

The persons having the right to release, vary or modify these restrictions shall be those persons for such period as Hooker is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later. When Hooker is no longer the Registered Proprietor of any land in the Plan then the said period of five years has elapsed whichever is the later the person having the right to release, vary or modify these restrictions shall be the Matlam City Council.

The Common Seal of Hooker-Jay Pty. Limited is hereunto affixed by authority of the Directors previously given in the presence of the Secretary.

*[Handwritten signature]*  
 Secretary



The Common Seal of Interim Mortgage Finance Limited is hereunto affixed by authority of the Directors previously given in the presence of the Secretary.

*[Handwritten signature]*  
 Secretary



This is Page 8 of an 11 Page Instrument.....

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 83B OF THE CONVEYANCING ACT, 1912.

Widths are in metres.

Plan:

(Page 9 of 11 Pages)  
 Subdivision of Lot 765 in D.P. 264106 being the whole of the land comprised in Certificate of Title Volume 15047 Folio 51 Council Clerk's Office No. 21031 dated 8th March, 1984.

Consent by Wayne John Scudde }  
 and Wayne Scudde }  
 Registered Proprietors of }  
 Lot 708 in D.P. 265110 }  
 Certificate of Title Volume }  
 14806 Folio 82 }

THE SEAL of Newcastle Permanent Building Society Limited as Mortgagee under Mortgage Regd. No. T519929 over Lot 708 in D.P. 265110 was hereunto duly affixed under the authority of the presence of and is attested by two of its Directors and the Secretary whose signatures are set opposite thereto.

Consent by Peter Frederick Jeffrey and Susan Edith Jeffrey, being the Registered Proprietors of Lot 709 in D.P. 265110 Certificate of Title Volume 14806 Folio 85 }

*[Handwritten signature]*  
 Peter Frederick Jeffrey



UNITED REGISTERED BUILDING SOCIETY LTD  
 by its duly constituted and authorized representatives, the undersigned, being the duly constituted and authorized representatives of the said Society, do hereby certify that the above is a true and correct copy of the instrument as presented in my presence.

*[Handwritten signature]*  
 Secretary

UNITED REGISTERED BUILDING SOCIETY LTD  
 170, The Esplanade,  
 Matlam, Matlam.

This is Page 9 of an 11 Page Instrument.....

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

HO 20 30 40 50 60 70 Table of mm 110 120 130 140



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 19th September, 1988



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Widths are in metres

(Page 6 of 11 Pages)

Plan: DP703278

Subdivision of lot 765 in D.P. 264106 being the whole of the land comprised in Certificate of Title Volume 15047 Folio 51 covered by Council Clerk's Certificate No. 81031 dated 8th March, 1984.

(b) For the purpose aforesaid for the said Sherrinland County Council and or by its authorised servants from time to time and at all reasonable times to enter into and upon the said land and to pass and re-pass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

9. Terms of Restrictions as to User mainly referred to in the abovementioned Plan:

- (a) No building or buildings shall be erected on any lot burdened having external walls of flat asbestos or fibro cement sheathing or any other material of a similar nature. This restriction does not include the building material commonly known as Hardiplank.
- (b) No main building shall be erected or be permitted to remain erected on each lot burdened, having a total area of less than 90 square metres exclusive of car accommodation, external landings, patios and verandahs.
- (c) No more than one single dwelling shall be erected on any lot burdened and, for this purpose, a building shall include a building designed for the separate occupation of more than one family unit.
- (d) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (e) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (f) No building shall be erected on each lot burdened having a roof of corrugated iron or asbestos cement or any other material of a similar nature.
- (g) No building shall be erected on each lot burdened having a roof of fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of the Vendor.
- (h) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be erected or permitted to remain from a road or from other lots in the subdivision without being screened.
- (i) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter- allotment drainage system within the easement for drainage shown on the Plan of Subdivision creating the said lot.

This is Page 6 of an 11 Page Instrument.....

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Widths are in metres

(Page 7 of 11 Pages)

Plan:

Subdivision of lot 765 in D.P. 264106 being the whole of the land comprised in Certificate of Title Volume 15047 Folio 51 covered by Council Clerk's Certificate No. 81031 dated 8th March, 1984.

(j) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be appear or remain in an excavated, or quarried, or other condition in respect of a lot shall terminate any agreement by which it sells the lot.

(k) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.

(l) No fuel storage tanks (except for domestic heating and/or cooking purposes) shall be placed upon or permitted to remain on any lot burdened.

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

(n) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Hooker and Hooker shall have the right to remove any such advertising hoarding sign or matter without notice.

(o) No fence shall without the prior written consent of Hooker be erected or permitted to remain on any lot burdened in contravention of the clause of the instrument creating the lot burdened which provides that the Registered Proprietor of such lot may erect a fence along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on such lot or shall be constructed of lapped and capped paling and shall be 1.70 metres above the footpath level as fixed by the Maitland City Council.

(p) No paling fence shall be erected or permitted to remain on any lot burdened unless it is capped and provided further that, subject to the determinations by Hooker as to what constitutes a paling fence for the purpose of this clause and as to whether a particular fence or type of fence constructed or proposed to be constructed constitutes a paling fence shall be final and binding.

(q) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Hooker without the consent of Hooker but such consent shall not be withheld if such fence is erected without expense to Hooker provided that this restriction shall remain in force only during such time as Hooker as the Registered Proprietor of any land in the Plan and immediately adjoining the land in the Plan whosoever as the later.

This is Page 7 of an 11 Page Instrument.....

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE



10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 19th September, 1989



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE GRANTED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Page 4 of 11 pages)

Widths are in metres

Plan: DP 703278

Subdivision of lot 765 in D.P. 264106 being the whole of the land comprised in Certificate of Title Volume 15047 Folio 51 covered by Council Clerk's Certificate No. 81031 dated 8th March, 1984.

**9. Identity of easement or restriction or servient tenement referred to in above-mentioned plan:**

Restrictions as to User

**SCHEDULE OF LOTS ETC. AFFECTED.**

Lots Burdened  
Each lot except 847 to 851 inclusive

Lots, Name of Road or Authority Benefitted  
Every other lot except lots 847 to 851 inclusive

**PART 2.**

**2. Terms of easement for electricity underground cables 1 wide secondly referred to in above-mentioned plan:**

Reserving to and in favour of the Shortland County Council for the purpose of enabling the supply of electricity full right and liberty:-

- (a) To lay and maintain cables and connections underground beneath the surface and that part of the land delineated in the plan and therein referred to as "easement for electricity cables 1 wide"; and therein
- (b) For the purpose aforesaid for the said Shortland County Council and or by its authorised servants from time to time and at all reasonable times to enter into and upon the said land and to pass and regress over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

**3. Terms of easement for sewermain 4 wide and variable thirdly referred to in the above-mentioned plan:**

FULL AND FREE right, title, liberty and license for the Hunter District Water Board its successors and assigns TO CONSTRUCT, LAY, maintain, repair, renew, cleanse, inspect, replace and divert or alter the position of a sewermain or pipeline with the apparatus and appurtenances thereof in or beneath the surface of such part of the land described hereinbefore as is delineated in the above-mentioned plan (hereinafter called the "servient tenement") and for the purposes aforesaid through the said sewermain or pipeline and for the purposes aforesaid or any of them by its officers, servants and or contractors with or without motor or other vehicles, horses or other animals, plant and machinery to enter upon and break open the surface of the said land and to deposit soil temporarily on the surface of the said land and to pass and regress over the same and to restrict the use of the said land and to pass and regress over the same as soon as the operations are completed and also TO RESERVE the erection of any building or structure within the easement other than any building or structure for which written consent, with or without conditions has been obtained from the Hunter District Water Board.

This is Page 4 of an 11 Page Instrument.....

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE GRANTED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Page 5 of 11 pages)

Widths are in metres

Plan: DP 703278

Subdivision of Lot 765 in D.P. 264106 being the whole of the land comprised in Certificate of Title Volume 15047 Folio 51 covered by Council Clerk's Certificate No. 81031 dated 8th March, 1984.

**4. Terms of easement for watermain 3 wide fourthly referred to in the above-mentioned plan:**

FULL AND FREE right, title, liberty and license for the Hunter District Water Board its successors and assigns TO CONSTRUCT, LAY, maintain, repair, renew, cleanse, inspect, replace and divert or alter the position of a watermain or pipeline with the apparatus and appurtenances thereof in or beneath the surface of such part of the land delineated in the above-mentioned plan (hereinafter called the "servient tenement") and for the purposes aforesaid or any of them by its officers, servants and or contractors with or without motor or other vehicles, horses or other animals, plant and machinery to enter upon and break open the surface of the said land and to deposit soil temporarily on the surface of the said land and to pass and regress over the same and to restrict the use of the said land and to pass and regress over the same as soon as the operations are completed.

**7. Terms of easement for underground power cables 1 wide seventhly referred to in the above-mentioned plan:**

Reserving to and in favour of the Hunter District Water Board for the purpose of enabling the supply of electricity to a Wastewater Pumping Station full right and liberty:-

- (a) To lay and maintain cables and connections on or beneath the surface of that part of the land delineated in the plan and therein referred to as "easement for underground power cables 1 wide"; and therein
- (b) For the purpose aforesaid for the said Hunter District Water Board and or by its authorised servants from time to time and at all reasonable times to enter into and upon the said land and to pass and regress over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

**8. Terms of easement for electricity sub-station and underground cables 5.5 wide eighthly referred to in the above-mentioned plan:**

Reserving to and in favour of the Shortland County Council for the purpose of enabling the supply of electricity, full right and liberty:-

- (a) To install and maintain a padmount sub-station and to lay and maintain cables and connections on or beneath the surface of that part of the land delineated in the plan and therein referred to as "easement for electricity sub-station and underground cables 5.5 wide".

This is Page 5 of an 11 Page Instrument.....



AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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*[Handwritten signature]*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.  
 (Page 2 of 11 Pages)  
 Widths are in metres

Plan: DP703278

Subdivision of Lot 765 in D.P. 264106 being the whole of the land comprising Folios 51 and 52 of Title Volume 15047 in the City of Newcastle covered by Council Clerk's Certificate No. 81031 dated 8th March, 1981.

SCHEDULE OF LOTS ETC. AFFECTED (CONTINUED)

Lots Burdened  
 811  
 820  
 826  
 835

Lots, Name of Road or Authority Benefited  
 807 to 810 Inclusive  
 789 to 797 Inclusive  
 851 and Lots 8108 to 812 Inclusive, D.P. 851 and Certificates of Title Volume 14806 Folios 82 to 80 Inclusive  
 851

2. Identity of easement or restriction secondly referred to in above-mentioned plan:  
 Easement for electricity underground cables 1 wide

SCHEDULE OF LOTS ETC. AFFECTED.

Lots Burdened  
 847  
 Pathway 3.6 wide from Payne's Place to Thomas Coke Drive  
 Pathway 3.6 wide from Lot 851 to Thomas Coke Drive

Lots, Name of Road or Authority Benefited  
 Shortland County Council  
 Shortland County Council  
 Shortland County Council

3. Identity of easement or restriction thirdly referred to in above-mentioned plan:  
 Easement for sewermain 4 wide and variable

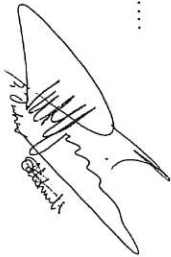
SCHEDULE OF LOTS ETC. AFFECTED.

Lots Burdened  
 765 to 772 inclusive  
 775, 776 and 777

Lots, Name of Road or Authority Benefited  
 The Hunter District Water Board

4. Identity of easement or restriction fourthly referred to in above-mentioned plan:  
 Easement for watermain 3 wide

This is Page 2 of an 11 Page Instrument.....



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.  
 (Page 3 of 11 Pages)  
 Widths are in metres

Plan: DP703278

Subdivision of Lot 765 in D.P. 264106 being the whole of the land comprising in Certificate of Title Volume 15047 Folios 51 and 52 covered by Council Clerk's Certificate No. 81031 dated 8th March, 1984

SCHEDULE OF LOTS ETC. AFFECTED.

Lots Burdened  
 848

Lots, Name of Road or Authority Benefited  
 The Hunter District Water Board

5. Identity of easement or restriction fifthly referred to in above-mentioned plan:  
 Right of Carriageway 4 wide and variable

SCHEDULE OF LOTS ETC. AFFECTED.

Lots Burdened  
 848

Lots, Name of Road or Authority Benefited  
 The Hunter District Water Board

6. Identity of easement or restriction sixthly referred to in above-mentioned plan:  
 Right of Carriageway 6 wide

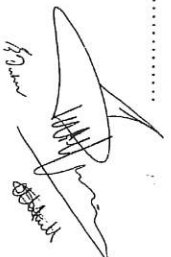
SCHEDULE OF LOTS ETC. AFFECTED.

Lots Burdened  
 848

Lots, Name of Road or Authority Benefited  
 The Hunter District Water Board

7. Identity of easement or restriction seventhly referred to in above-mentioned plan:  
 Easement for underground power cables 1 wide

SCHEDULE OF LOTS ETC. AFFECTED.



This is Page 3 of an 11 Page Instrument.....

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED  
 TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1999.  
 Widths are in metres (Page 1 of 11 Pages)

Plan: DP703278 PART 1  
 Subdivision of Lot 765 in D.P. 264106  
 being the whole of the land comprised in  
 Certificate of Title Volume 1007 Folio  
 51 covered by Certificate of Title  
 Volume 1007 Folio 1011 dated  
 26th March, 1984.

Full name and address of  
 Proprietor of the Land:  
 Hooker Rex Pty. Limited, Hooker House,  
 175 Pitt Street, Sydney, N.S.W. 2000.  
 Full name and address of  
 Mortgagee of the Land:  
 Interim Mortgage Finance Limited,  
 Hooker House, 175 Pitt Street, Sydney,  
 N.S.W. 2000, under Mortgage 143180.  
 Easement to drain water 2.5 wide

1. Identity of easement or  
 restriction hereby referred  
 to in above mentioned plan.

SCHEDULE OF LOTS ETC. AFFECTED.

Lots Burdened	Lots, Name of Road or Authority Benefited.
765	765, 766
766	765, 766, 767
767	765 to 768 inclusive
768	765 to 768 inclusive
769	765 to 770 inclusive
770	765 to 771 inclusive
771	765 to 772 inclusive and 775
772	765 to 773 inclusive and 775 and 776
773	765 to 773 inclusive
774	765 to 773 inclusive
775	765 to 773 inclusive
776	765 to 773 inclusive
777	765 to 773 inclusive
778	765 to 773 inclusive
779	765 to 773 inclusive
780	765 to 773 inclusive
781	765 to 773 inclusive
782	765 to 773 inclusive
783	765 to 773 inclusive
784	765 to 773 inclusive
785	765 to 773 inclusive
786	765 to 773 inclusive
787	765 to 773 inclusive
788	765 to 773 inclusive
789	765 to 773 inclusive
790	765 to 773 inclusive
791	765 to 773 inclusive
792	765 to 773 inclusive
793	765 to 773 inclusive
794	765 to 773 inclusive
795	765 to 773 inclusive
796	765 to 773 inclusive
797	765 to 773 inclusive
798	765 to 773 inclusive
799	765 to 773 inclusive
800	765 to 773 inclusive
801	765 to 773 inclusive
802	765 to 773 inclusive
803	765 to 773 inclusive
804	765 to 773 inclusive
805	765 to 773 inclusive
806	765 to 773 inclusive
807	765 to 773 inclusive
808	765 to 773 inclusive
809	765 to 773 inclusive
810	765 to 773 inclusive
811	765 to 773 inclusive
812	765 to 773 inclusive
813	765 to 773 inclusive
814	765 to 773 inclusive
815	765 to 773 inclusive
816	765 to 773 inclusive
817	765 to 773 inclusive
818	765 to 773 inclusive
819	765 to 773 inclusive
820	765 to 773 inclusive

This is Page 1 of an 11 Page Instrument.....

*How*  


AMENDMENTS AND/OR ADDITIONS MADE ON  
 PLAN IN THE LAND TITLES OFFICE

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This negative is a photograph made as a permanent  
 record of a document in the custody of the  
 Registrar General this day 19th September, 1989





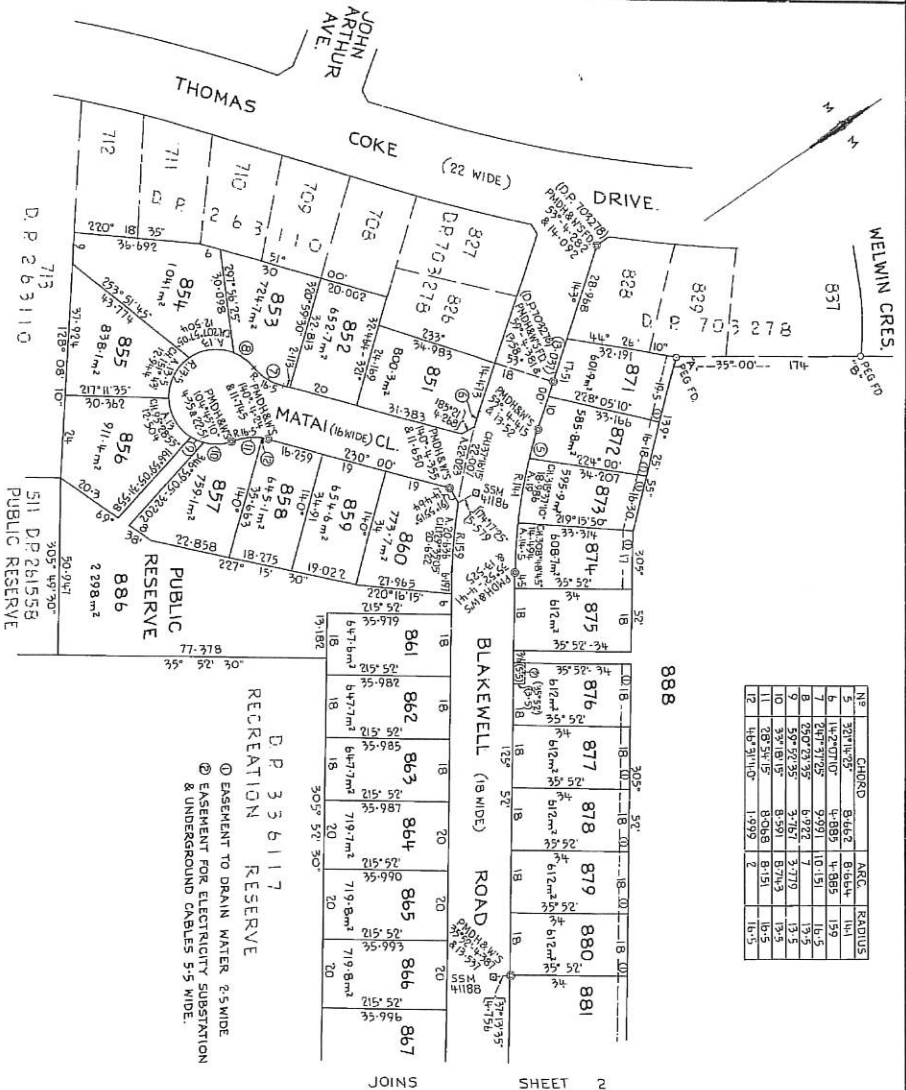
PLAN FORM 2

Signature and date only.  
 I, the Applicant, hereby declare that the information provided in this application is true and correct to the best of my knowledge and belief.  
 John Morrison  
 Director  
 JOHN MORRISON HOLDINGS  
 (INCORPORATED IN AUSTRALIA)  
 19th Nov 1992



DP 719518

**General Certificate**  
 I hereby certify that:  
 1. I am a member of the Land Register Act, 1919  
 2. I am a member of the Survey Act, 1908  
 3. I am a member of the Survey Act, 1942  
 4. I am a member of the Survey Act, 1988  
 5. I am a member of the Survey Act, 1992  
 6. I am a member of the Survey Act, 1994  
 7. I am a member of the Survey Act, 1996  
 8. I am a member of the Survey Act, 1998  
 9. I am a member of the Survey Act, 2000  
 10. I am a member of the Survey Act, 2002  
 11. I am a member of the Survey Act, 2004  
 12. I am a member of the Survey Act, 2006  
 13. I am a member of the Survey Act, 2008  
 14. I am a member of the Survey Act, 2010  
 15. I am a member of the Survey Act, 2012  
 16. I am a member of the Survey Act, 2014  
 17. I am a member of the Survey Act, 2016  
 18. I am a member of the Survey Act, 2018  
 19. I am a member of the Survey Act, 2020  
 20. I am a member of the Survey Act, 2022  
 21. I am a member of the Survey Act, 2024  
 22. I am a member of the Survey Act, 2026  
 23. I am a member of the Survey Act, 2028  
 24. I am a member of the Survey Act, 2030



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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**D.P. 719518**  
 \*OFFICE USE ONLY  
 Project: 14-1-1986  
 C.A. NO. 14/1-1986 OF 14-1-1986  
 Title Street: TORRENS  
 Plan: SUBDIVISION  
 Ref: Map U7461-22 31  
 L1: U7472-9  
 L2: U7473-9  
 L3: U7474-9  
 L4: U7475-9  
 L5: U7476-9  
 L6: U7477-9  
 L7: U7478-9  
 L8: U7479-9  
 L9: U7480-9  
 L10: U7481-9  
 L11: U7482-9  
 L12: U7483-9  
 L13: U7484-9  
 L14: U7485-9  
 L15: U7486-9  
 L16: U7487-9  
 L17: U7488-9  
 L18: U7489-9  
 L19: U7490-9  
 L20: U7491-9  
 L21: U7492-9  
 L22: U7493-9  
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 L26: U7497-9  
 L27: U7498-9  
 L28: U7499-9  
 L29: U7500-9  
 L30: U7501-9  
 L31: U7502-9  
 L32: U7503-9  
 L33: U7504-9  
 L34: U7505-9  
 L35: U7506-9  
 L36: U7507-9  
 L37: U7508-9  
 L38: U7509-9  
 L39: U7510-9  
 L40: U7511-9  
 L41: U7512-9  
 L42: U7513-9  
 L43: U7514-9  
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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 27th October, 1988

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

Sheet 3 of 5 Sheets

Widths are in metres

Plan DP79518

Subdivision of the whole of the land comprised in Certificate of Title 851/703278 covered by Council Clerk's Certificate No. 130/9/81085

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

(e) No structure of a temporary character, basement, tent, shack, garage, trailer, canopy or any other building shall be used at any time as a dwelling house on any lot burdened.

(f) No building shall be erected on each lot burdened having a roof of corrugated iron or asbestos cement or any other material of a similar nature.

(g) No building shall be erected on each lot burdened having a roof of fibre glass or any other material of a similar nature or aluminium or steel decking of any nature without a written approval of the vendor.

(h) No privy shall be erected or permitted to remain on any lot shall be located so as to be visible from a road or from other lots in the subdivision without being screened.

(i) No run off water from any building, impervious surface or other material or structure shall be allowed to run outside the boundaries of the lot except into or through the inter-lot drainage system within the easement for drainage shown on the plan of Subdivision creating the said lot.

(j) No earth, stone, gravel or trees shall be removed or excavated from any lot, or the erection of a building or structure on any lot shall be permitted to be, appear or remain in an excavated or quarried state. Without prejudice to its other remedies, breach of this condition in respect of a lot shall entitle Hooker to terminate any agreement by which it sells the lot.

(k) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.

(l) No fuel storage tanks (except for domestic heating and/or cooking purposes) shall be placed upon or permitted to remain on any lot burdened.

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

(n) No advertisement hoarding sign or other of any description shall be erected or displayed on each lot and each of the prior written notices shall have the effect to remove any such advertising hoarding sign or matter without notice.

This is Sheet 3 of a 5 Sheet Instrument.....

*[Signatures]*

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

Sheet 4 of 5 Sheets

Widths are in metres

Plan: DP79518

Subdivision of the whole of the land comprised in Certificate of Title 851/703278 covered by Council Clerk's Certificate No. 130/9/81085

(o) No fence shall be erected on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then the registered proprietor of such lot may erect a fence along one only of the street boundaries but no closer to such fence street boundary than constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on each such lot or shall be constructed of lapped and capped patings and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.

(p) No paling fence shall be erected or permitted to remain on any lot burdened unless it is accepted and provided further that, subject to determinations by Hooker as to what constitutes a paling fence for the purpose of this clause and as to whether a particular fence or type of fence constructed or proposed to be constructed constitutes a paling fence shall be final and binding.

(q) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Hooker without the consent of Hooker but such consent shall not be withheld if such fence is erected without expense to Hooker provided that this Restriction shall remain in force only during such time as Hooker is the Registered Proprietor of any land in the plan or on any lot in the plan and shall automatically determine the land in the plan whichever is the later.

(r) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

(s) The person having the right to release, vary, modify or enforce these restrictions is Hooker or such other persons, company or companies nominated by it under its common seal for that purpose for such period as it is the Registered Proprietor of any land in the plan and if Hooker shall no longer be in existence or shall not be the Registered Proprietor of any of the land comprised in the plan or subdivision and there shall be no such person, company or companies nominated by it, then these restrictions shall be released, vary or modify these restrictions shall be the Maitland City Council.

(t) For the purpose of these restrictions :-

(i) The expression "Hooker" shall include Hooker Pty. Ltd. and its successors in title and any person, company or person nominated by either of them in writing.


(ii) Word "structure" shall have the meaning attributed to it under the Local Government Act.

This is Sheet 4 of a 5 Sheet Instrument.....

*[Signatures]*

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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 Registrar General this day, 27th October, 1988  
 This negative is a photograph made as a permanent record of a document in the custody of the Registrar General

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

Widths are in metres: Sheet 1 of 5 Sheets

Plan: **DP719518**

Full name and address of Proprietor of the land:  
 Hecker Roy Pty Limited  
 Hecker House, 115 Pitt Street  
 Sydney  
 N.S.W. 2000.

Full name and address of Mortgagee of the land:  
 Tropic Mortgage Finance Limited  
 House 175 Pitt Street  
 Sydney N.S.W. 2000 under  
 Mortgage R343160.

1. Identity of Easement or Restriction firstly referred to in above-mentioned plan:  
 Easement to drain water 2.5 metre

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened	Lots, Name of Road or Authority Benefited
871	872 to 875 inclusive
872	872 to 875 inclusive
873	872 and 875
874	875
876	877 to 885 inclusive and 888
877	878 to 885 inclusive and 888
878	879 to 885 inclusive and 888
879	880 to 885 inclusive and 888
880	881 to 885 inclusive and 888
881	882 to 885 inclusive and 888
882	883 to 885 inclusive and 888
883	884, 885 and 888
884	885
885	with respect to easement 871 to 875 inclusive
888	with respect to easement 871 to 875 inclusive
889	with respect to easement 871 to 875 inclusive
	adjoining lots 829 to 835
	D.P. 703278

2. Identity of Easement or Restriction Secondly referred to in above-mentioned plan:  
 Easement for Electricity Substation & underground cables 5.1 metre

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened	Lots, Name of Road or Authority Benefited
876	Shorcland County Council

This is Sheet 1 of a 5 Sheet Instrument.....

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

Widths are in metres: Sheet 2 of 5 Sheets

Plan: **DP719518**

Full name and address of Proprietor of the land:  
 Hecker Roy Pty Limited  
 Hecker House, 115 Pitt Street  
 Sydney  
 N.S.W. 2000.

Full name and address of Mortgagee of the land:  
 Tropic Mortgage Finance Limited  
 House 175 Pitt Street  
 Sydney N.S.W. 2000 under  
 Mortgage R343160.

1. Identity of Easement or Restriction firstly referred to in above-mentioned plan:  
 Easement to drain water 2.5 metre

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened	Lots, Name of Road or Authority Benefited
886, 887 and 888	Every other lot except lots 886, 887 and 888

2. Terms of Easement for Electricity Substation and underground cables 5.5 metre secondly referred to in above-mentioned plan:  
 Reserving to and in favour of the Shorcland County Council for the purpose of enabling the supply of electricity full right and liberty:-  
 (a) To install and maintain a padmount substation and to lay and maintain cables and connections on or beneath the surface of the land and to erect and maintain in connection therewith any apparatus for the supply of electricity to the substation and underground cables.  
 (b) For the purpose aforesaid for the said Shorcland County Council and or by its authorize servants from time to time and at all reasonable times to enter into and upon the said land and to pass and re-pass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

3. Terms of Restrictions as to User Thirdly Referred to in the above-mentioned plan:  
 (a) No building or buildings shall be erected on any lot containing any of the lots of first sub-section or fibre cement sheeting or any other material of a similar nature. This restriction does not include the building material commonly known as "Hardiplank".  
 (b) No main building shall be erected or be permitted to be erected on any lot containing any of the lots of first sub-section or fibre cement sheeting or any other material of a similar nature, external landings, patios and verandahs.  
 (c) No more than one single dwelling shall be erected on any lot burdened and, for this purpose, dwelling shall not include a building designed for the separate occupation of more than one family unit.

This is Sheet 2 of a 5 Sheet Instrument.....



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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 27th October, 1988

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
 INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1919

Widths are in Metres

Plan: DP719518

Sheet 5 of 5 Sheets

Subdivision of the whole of the land comprised in Certificate of Title 851/703278 covered by Council CLOK's Certificate No. 139/5/81085

The Common Seat of Hooker Rex Pty. Limited was hereto affixed by authority of the Directors previously given in the presence of:}

*[Signature]* *[Signature]*  
 Directors

The Common Seat of Interim Mortgage Finance Limited was hereto affixed by authority of the Directors previously given in the presence of:}

*[Signature]* *[Signature]*  
 Directors

This is Page 5 of a 5 Page Instrument .....

INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 89B, CONVEYANCING ACT, 1919, LODGED WITH 31/10/88

*[Stamp]* 14-1-1986

PLAN FORM 2

REGISTRATION OF SUBDIVISION OF LAND IN A LOCAL GOVERNMENT AREA UNDER THE REGISTRATION OF LAND ACT 1988 (NSW)

THE LOCAL GOVERNMENT OF GOSFORD HAS RECEIVED FROM THE REGISTRAR GENERAL A PLAN FOR THE SUBDIVISION OF THE LAND SHOWN ON THE ATTACHED PLAN AND HAS APPROVED THE SUBDIVISION ON THE GROUNDS SET OUT IN THE STATEMENT OF APPROVAL.

THE LOCAL GOVERNMENT OF GOSFORD HAS RECEIVED FROM THE REGISTRAR GENERAL A PLAN FOR THE SUBDIVISION OF THE LAND SHOWN ON THE ATTACHED PLAN AND HAS APPROVED THE SUBDIVISION ON THE GROUNDS SET OUT IN THE STATEMENT OF APPROVAL.



Local Government Approval

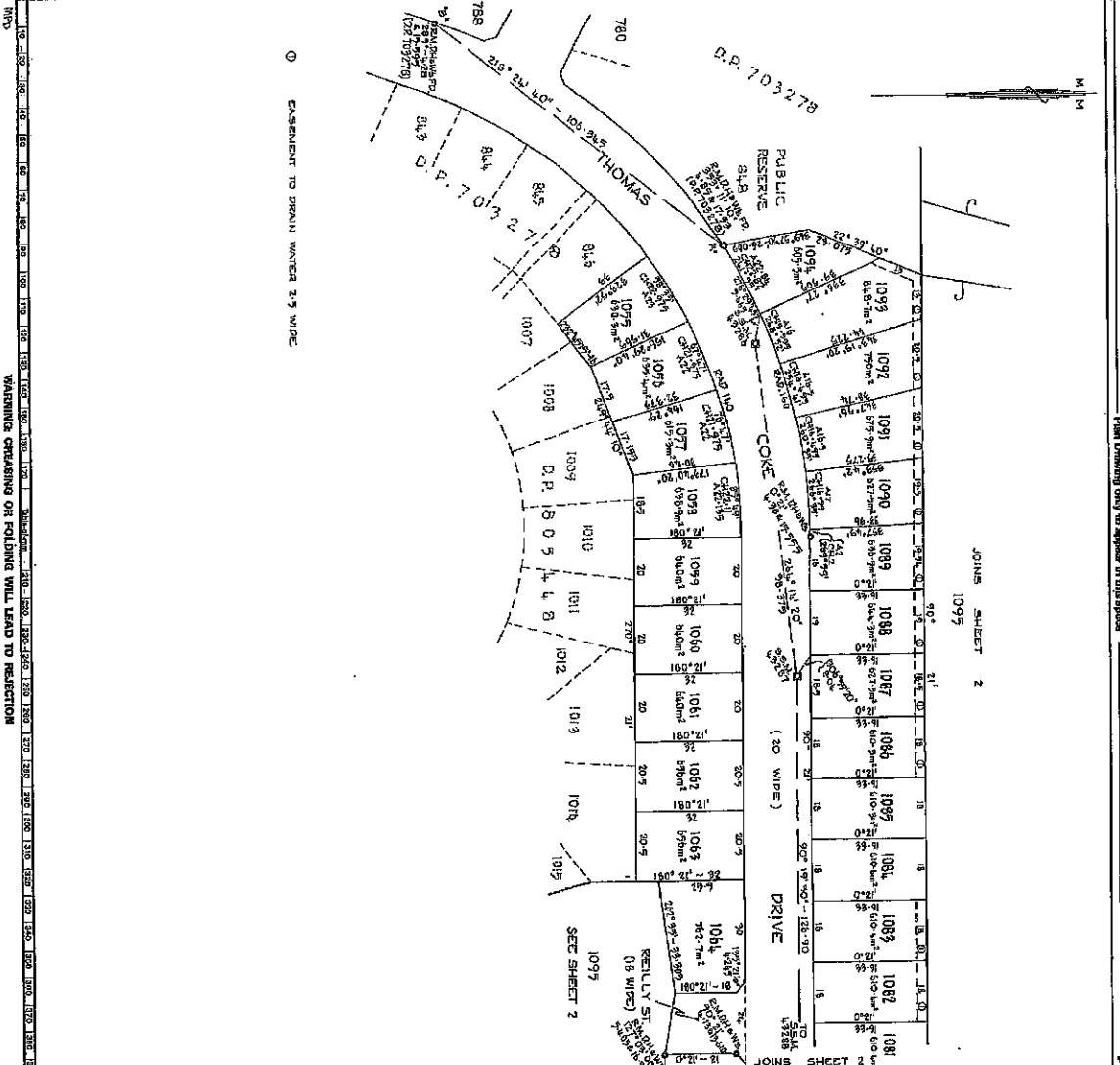
Local Government Name: GOSFORD

Local Government Officer: [Signature]

Date of Approval: 10/11/1992

CHIEF OF POLICE CERTIFICATE  
 I hereby certify that the plan is a true and correct copy of the original plan as submitted to me by the applicant in accordance with the provisions of the Registration of Land Act 1988 (NSW) and that the plan is in accordance with the provisions of the Registration of Land Act 1988 (NSW) and that the plan is in accordance with the provisions of the Registration of Land Act 1988 (NSW).

REGISTRATION OF SUBDIVISION OF LAND IN A LOCAL GOVERNMENT AREA UNDER THE REGISTRATION OF LAND ACT 1988 (NSW)



Plan Drawing only to appear in this space

FOR THE USE ONLY

DP 807086

Reference: 10973

Lot No: 88 086 of 10/11/92

Plan System: TORRENS

Project: SUBDIVISION

Lot Name: U5105-2E-200

Lot Name: U5102-5-200

Lot Name: DP 807086

PLAN OF SUBDIVISION OF LOT 1081 OF DP 807086

Lengths are in metres. Production Date: 10/11/1992

State: NSW  
 City: MAITLAND  
 Locality: THORNTON  
 Public: ALNWICK  
 Owner: NORTHUMBERLAND

This is sheet 1 of 1 in plan in 2 sheets.  
 REGISTRATION OF SUBDIVISION OF LAND IN A LOCAL GOVERNMENT AREA UNDER THE REGISTRATION OF LAND ACT 1988 (NSW)  
 LOCAL GOVERNMENT OF GOSFORD  
 28/11/1992  
 Registrar General of NSW

Public for use only for statements of approval to subdivision. Statements of approval are subject to the provisions of the Registration of Land Act 1988 (NSW) and the provisions of the Registration of Land Act 1988 (NSW) and the provisions of the Registration of Land Act 1988 (NSW).

IT IS INTENDED TO DEDICATE THE EXTENSION OF THOMAS COKE DRIVE AND REILLY STREET TO THE PUBLIC.  
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1999, THE COMPASSING AND SIGNING TO CREATE, IT IS INTENDED TO CREATE:  
 1. EASEMENT TO DRAIN WATER 2.5 WIDE.  
 2. EASEMENT FOR ELECTRICITY SUBSTATION AND UNDERGROUND CABLES 3.5 WIDE.  
 3. RESTRICTION ON USE.

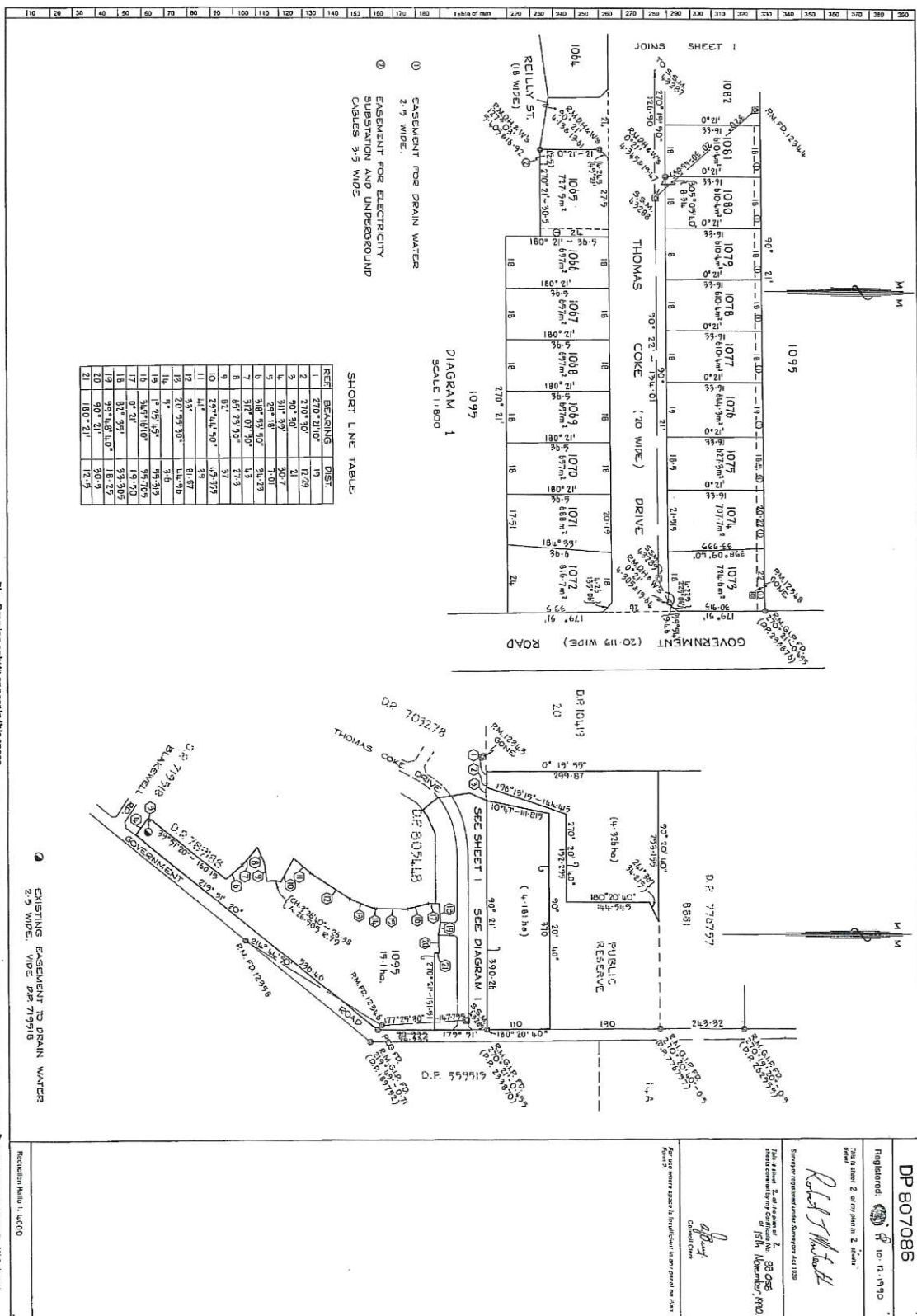
There used to be a restriction of use on the land. The restriction is now removed.

WARNING: CRASHING OR FOLDING WILL LEAD TO REJECTION

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day: 11th December, 1990



2



Plan Drawing only to appear in this space

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Registrar-General  
 Sydney, New South Wales 2000







**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED BY SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in Metres:

Plan: *L.P.807086*

Sheet 2 of 5 Sheets  
 Subdivision of Lot 1049  
 DP 805448 covered by Council  
 Clerk's Certificate No. 88058

3. Identity of Easement or Restriction Thirdly referred to in the abovementioned plan:

Restriction on Use.

**SCHEDULE OF LOTS AFFECTED**

Lots Burdened  
 Each Lot except 1093

Benefited  
 Every other Lot except 1093

**PART 2**

**Terms of Easement for Electricity Substation and Underground Cables 3.5**

Reserving to and in favour of the Shireland County Council for the purpose of enabling the supply of electricity full right and liberty:-

- (a) No install and maintain a permanent substation and to lay and maintain cables and connections on or beneath the surface.
- (b) For the purpose aforesaid for the said Shireland County Council by its authorised servants from time to time and at all reasonable times to enter the said land and to lay and repair over the same for all purposes the said cables and with the rights created by Paragraph (a) hereof and after any work has been carried out to restore the surface of the land as near as possible to the condition that it was just prior to the commencement of the said works.

Terms of Restrictions on Use Thirdly referred to in the abovementioned plan:

This is Sheet 2 of a 5 Sheet Instrument



*John Shaver* *Shirley Shaver*

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED BY SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in Metres:

Plan: *L.P.807086*

Sheet 4 of 5 Sheets  
 Subdivision of Lot 1049  
 DP 805448 covered by Council  
 Clerk's Certificate No. 88058

- (1) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (2) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Greater Newcastle Land Developments Pty Limited and Greater Newcastle City Council. The sign shall be removed within 14 days of the date of any such advertising hoarding sign or matter without notice.
- (3) No fence shall without the prior written consent of Greater Newcastle Land Developments Pty Limited be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then the registered proprietor of such lot may erect a fence on any one of the streets, provided that the fence shall be other street boundary than the house building line, and any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on each such lot or shall be constructed of lapped and capped palling and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (4) No paling fence shall be erected or permitted to remain on any lot burdened, unless it is capped and provided further that, subject to determination by Greater Newcastle Land Developments Pty Limited as to what constitutes a paling fence for the purpose of this clause as to whether a particular fence or type of fence constructed or proposed to be constructed constitutes a paling fence shall be final and binding.
- (5) No facing shall be erected on each lot burdened to divide it from any adjoining land owned by Greater Newcastle Land Developments Pty Limited but such consent shall not be withheld if such fence is erected without expense to Greater Newcastle Land Developments Pty Limited provided that this restriction shall remain in force only during such time as Greater Newcastle Land Developments Pty Limited is the registered proprietor of any land in the Plan or any land immediately adjoining the land in the Plan.
- (6) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

This is Sheet 4 of a 5 Sheet Instrument



*John Shaver* *Shirley Shaver*


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

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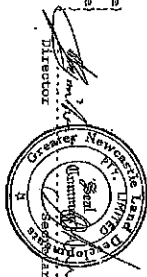
**INSTRUMENT SHOWING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED BY SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in Metres: Sheet 5 of 5 Sheets  
 Plan: **DP807086** Subdivision of Lot 1049  
 DP 803448 covered by Council  
 Clerk's Certificate No. 88058

(1) The person having the right to release, vary, modify or enforce these restrictions is Greater Newcastle Land Development Pty Limited or such other persons, company or companies nominated by it under its common seal for that purpose for such period as at as the Registered Proprietor of any land in the plan and if Greater Newcastle Land Development Pty Limited shall no longer be in existence or shall not be a registered proprietor of any of the land comprised in the plan of the registered proprietor or any of the persons, company or companies so nominated then the person, company or companies shall not be bound by these restrictions unless the person, company or companies shall assign or be assigned the whole or part of the lot that is subject to the release variation and modification of these restrictions.

(2) For the purpose of these restrictions:-  
 (i) the word "structure" shall have the meaning attributed to it under the Local Government Act 1919.

The Common Seal of Greater Newcastle Land Development Pty Limited was hereunto attested by authority of the Directors previously given in the presence of:



The Common Seal of Greater Newcastle Permanent Building Society Limited was hereunto attested by authority of the Directors previously given in the presence of:

*[Signature]*  
 Director  
*[Signature]*  
 Secretary

This is Sheet 5 of a 5 Sheet Instrument



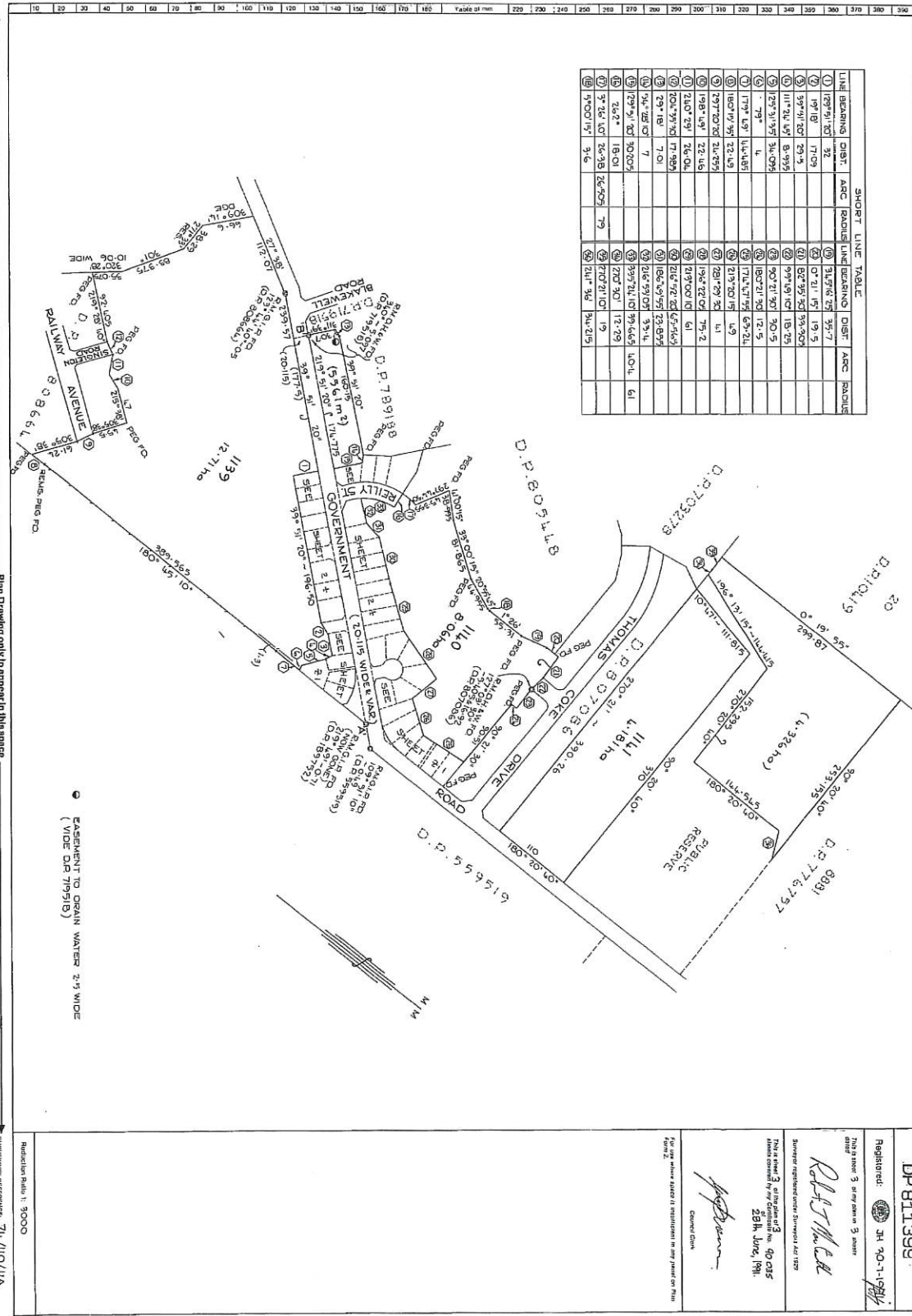
PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

SHORT LINE TABLE			
LINE BEARING	DIST.	ARC	RADIUS
1	179° 51' 00"	36.6	
2	179° 10'	17.03	
3	37° 21' 00"	27.5	
4	111° 24' 49"	8.935	
5	125° 31' 57"	34.025	
6	79°	4	
7	179° 49'	14.487	
8	180° 19' 30"	24.49	
9	129° 20' 00"	24.455	
10	198° 49'	22.46	
11	210° 29'	16.04	
12	102° 29' 00"	17.924	
13	129° 18'	7.01	
14	346° 28' 00"	7	
15	179° 51' 00"	30.025	
16	262°	18.01	
17	3° 26' 10"	26.98	
18	170° 01' 17"	34.215	
19	179° 51' 00"	36.6	
20	315° 56' 25"	35.7	
21	0° 21' 15"	19.5	
22	32° 35' 50"	33.262	
23	97° 49' 40"	18.725	
24	30° 21' 00"	30.5	
25	180° 21' 30"	12.5	
26	174° 47' 19"	6.724	
27	219° 00' 15"	4.1	
28	281° 29' 30"	17.2	
29	192° 02' 00"	15.2	
30	129° 00' 00"	6.1	
31	312° 52' 00"	16.424	
32	182° 00' 00"	12.825	
33	182° 39' 00"	3.24	
34	179° 51' 00"	30.025	
35	270° 30'	12.729	
36	170° 21' 10"	19	
37	211° 34'	34.215	



Plan Drawing only to appear in this space

Submitters reference: 74/110/11A

Residential Scale: 1:3000



10 20 30 40 50 60 70 Table of mm 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400

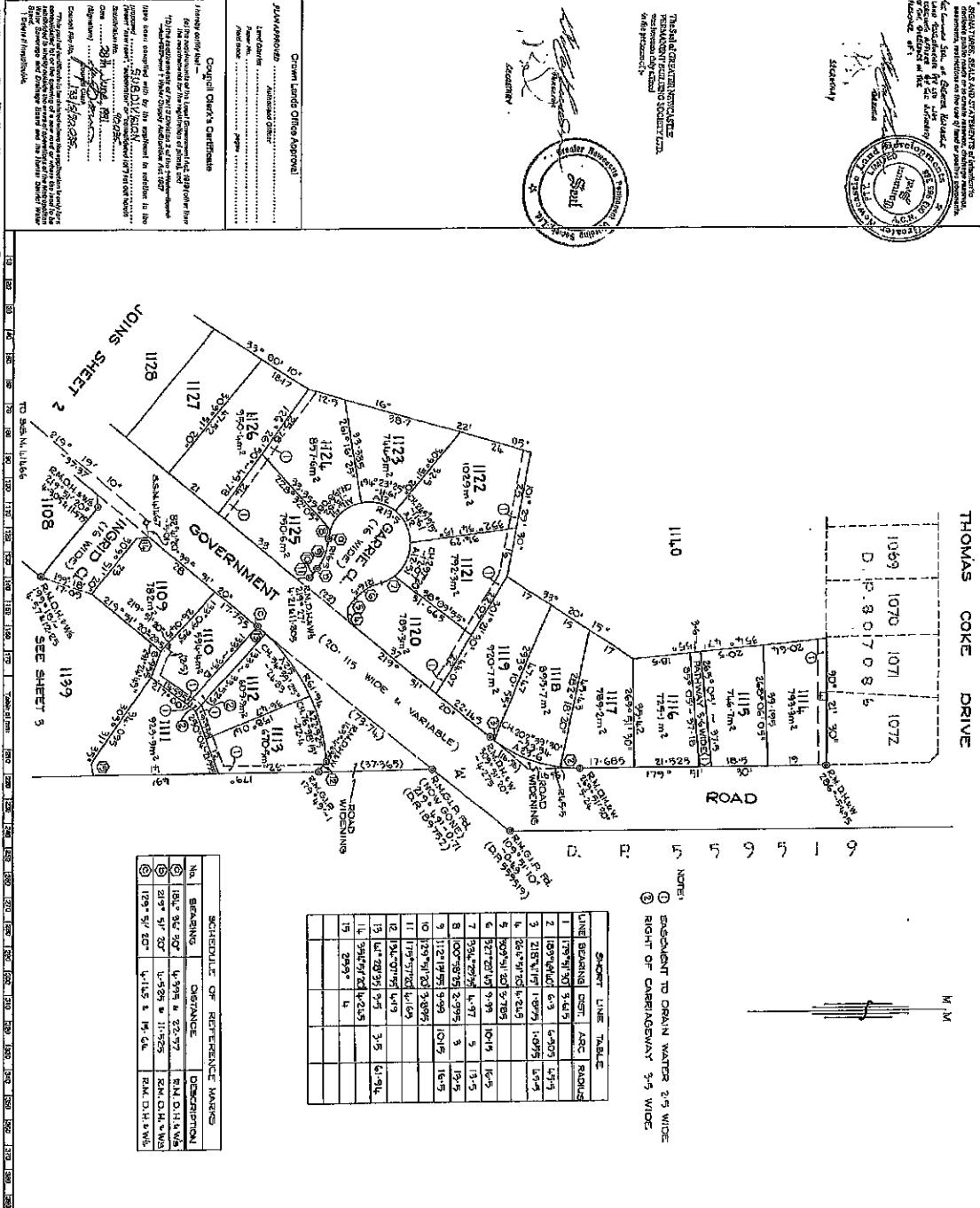
This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 1st August, 1991



Registered: DP 811399  
 Registered: 24 10-1-1991  
 This is Plan 3 of an estate 3, owner  
 R. J. M. C. E.  
 Surveyor registered under Surveyors Act 1970  
 This Plan 3 of an estate 3, 40 cases  
 Made known by my Certificate No. 40 cases  
 28th June, 1991  
 Surveyor  
 Certified Draft  
 For use where stated it constitutes my plan on this  
 Form 2

PLAN FORM 2

**THOMAS COKE DRIVE**  
 1069 1070 1071 1072  
 D.P. 8017 D.S. 15



THE SEAL OF THE REGISTRAR GENERAL  
 NEW SOUTH WALES  
 REGISTERED UNDER THE  
 REAL PROPERTY ACT 1900

*John Montey*  
 Registrar General

**OWNER'S DECLARATION**  
 I, the undersigned, being the owner of the land shown in the above plan, do hereby declare that the information given in the plan is true and correct.

**CONVEYANCE**  
 This plan is a conveyance of land under the Real Property Act 1900. It is intended to be a conveyance of land to the Crown under the Real Property Act 1900. It is intended to be a conveyance of land to the Crown under the Real Property Act 1900.

7/11/11A

Plan Drawing only to appear in this space

SHORT LINE TABLE

LINE BEARING	DIST.	ARC	RADIUS
1	179° 31' 30"	8.475	1.000
2	187° 31' 00"	6.3	1.000
3	218° 11' 00"	1.075	1.075
4	264° 41' 30"	8.815	1.000
5	309° 31' 30"	8.785	1.000
6	327° 02' 15"	4.97	5
7	330° 47' 30"	1.3	5
8	100° 39' 25"	2.995	3
9	112° 19' 55"	9.99	10.15
10	129° 51' 30"	3.995	5
11	179° 31' 30"	8.475	1.000
12	187° 31' 00"	6.3	1.000
13	218° 11' 00"	1.075	1.075
14	264° 41' 30"	8.815	1.000
15	309° 31' 30"	8.785	1.000

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
1	181° 30' 30"	4.995	R.M. D.H. 1/4
2	219° 31' 30"	11.765	R.M. D.H. 2/4
3	129° 51' 30"	4.145	R.M. D.H. 3/4

WARNING: CEASING OR HOLDING WILL LEAD TO REFLECTION

7/11/11A

10 20 30 40 50 60 70 80 90 100 110 120 130 140  
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OFFICE USE ONLY

**DP 811399**  
 Registered: 31/10/1991  
 Doc. N° 90079 OF 23-6-1991  
 This System: TORRENS  
 Purpose: SUBDIVISION  
 Plan: 49476-1-11 U.F. 1/5-7  
 Lot: D.P. 8017 D.S. 15  
 Last Plan: D.P. 801086, D.P. 808564

**WALTLAND**  
 THORNTON  
 ALNWICK  
 NORTHUMBERLAND

**ROBERT JOHN MONTNEY**  
 Registrar General  
 17th June 1991

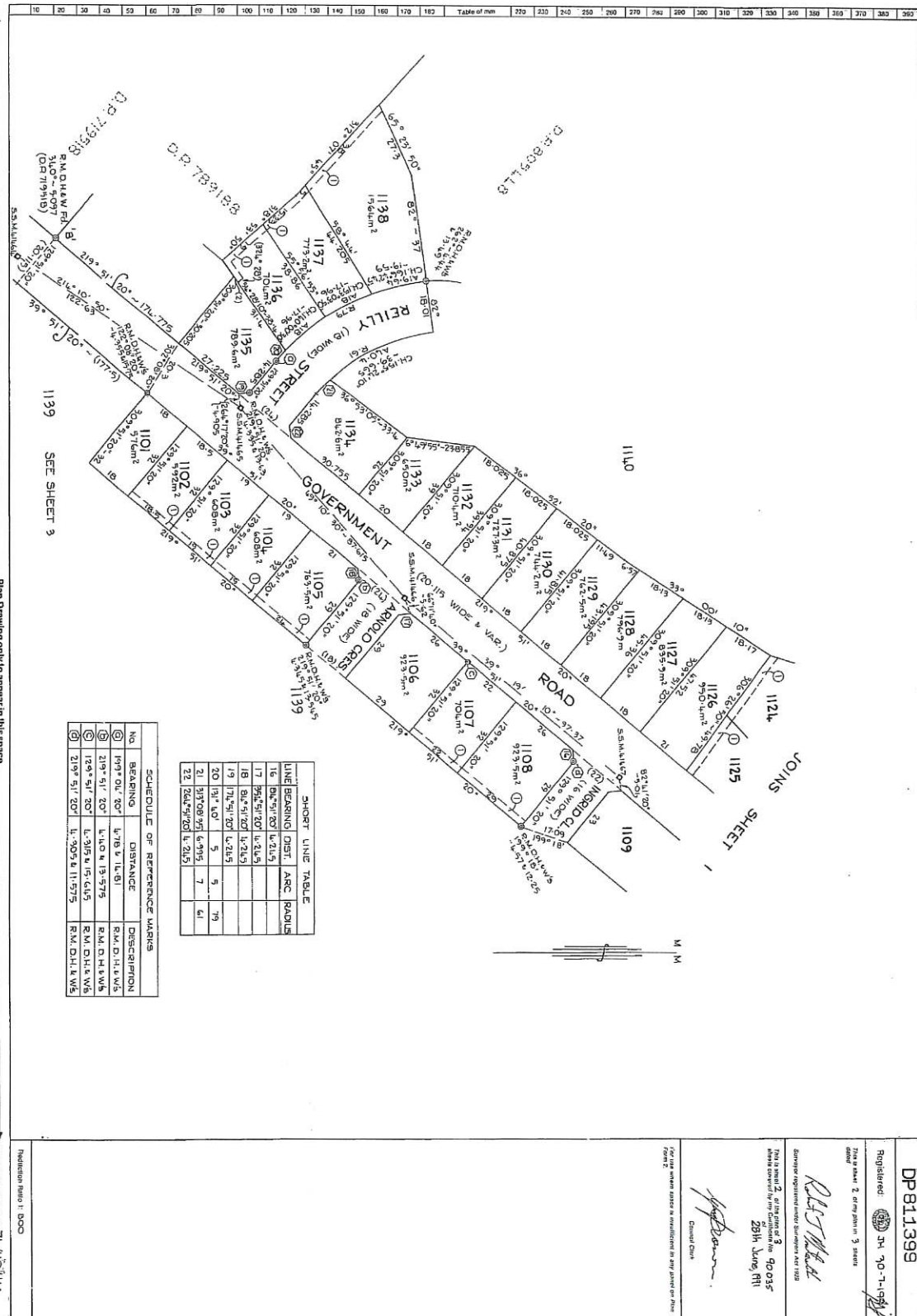
PLAN FOR USE ONLY for statements of intention to acquire land for the purposes of the Real Property Act 1900. It is intended to be a conveyance of land to the Crown under the Real Property Act 1900. It is intended to be a conveyance of land to the Crown under the Real Property Act 1900. It is intended to be a conveyance of land to the Crown under the Real Property Act 1900.

PLAN FORM 2

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Plan Drawing only to appear in this space

2

10 20 30 40 50 60 70 Table of mm 110 120 130 140

SCHEDULE OF REFERENCE MARKS

NO	BEARING	DISTANCE	DESCRIPTION
1	197° 01' 20"	1.78 & 1.61	R.M. D.H.L.W.S
2	219° 51' 20"	1.12 & 1.3-575	R.M. D.H.L.W.S
3	124° 51' 20"	1.215 & 1.15-615	R.M. D.H.L.W.S
4	219° 51' 20"	1.295 & 1.15-575	R.M. D.H.L.W.S

SHORT LINE TABLE

LINE BEARING	DIST.	ARC RADIUS
16	186° 51' 20" L. 21.5	
17	186° 51' 20" L. 21.5	
18	186° 51' 20" L. 21.5	
19	171° 51' 20" L. 21.5	
20	191° 10' 5"	7
21	197° 08' 95" L. 4.975	7
22	124° 51' 20" L. 21.5	41

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Industrious State 1 DOC  
 Surveyors reference: T4/110/11A

DP811399

Registered: 24-10-1991

Plan 2 of 3 of my plan in 3 sheets

Surveyor registered under Supervision Act 1938

Plan 2 of 3 of my plan in 3 sheets  
 Registered: 28th June 1991

Surveyor registered under Supervision Act 1938

Plan 2 of 3 of my plan in 3 sheets

INSTRUMENT SETTING OUT TERMS OF RESERVES AND RESTRICTIONS  
 ON THE USE OF LAND COMPRISED TO SECTION 895 OF  
 THE CONVEYANCING ACT, 1919

Lengths are in Metres: Sheet 1 of 5 Sheets  
 Plan: DP 811399

Subdivision of Lot 1095  
 DP 807086 and Lot 1222  
 DP 808884 covered by  
 Order 5 Certificate No. 90035

Full name and address of  
 Developments Proprietor of the land:  
 Greater Newcastle Land  
 Pty Limited  
 103 Tudor Street, Hamilton  
 Greater Newcastle Permanent  
 Building Society Limited  
 103 Tudor Street, Hamilton

PAGE 1

1. Identity of Easement or  
 Restriction firstly referred  
 to in the above-mentioned plan:  
 Easement to drain water 2.5  
 wide

SCHEDULE OF LOTS AFFECTED

Lot Burdened	Lot, Name of Road or Authority Benefitted
1102	1101
1103	1101, 1102
1104	1101, 1102 & 1103
1105	1101, 1102 & 1103
1107	1101 to 1104 inclusive
1108	1105, 1107
1110	1109
1111	1109, 1110
1112	1109 to 1111 inclusive
1113	1109 to 1112 inclusive
1114	1140
1121	1140, 1122
1120	1140, 1121, 1122
1124	1140
1125	1140, 1124
1136	1135, 1136
1137	1135, 1136, 1137
1138	

2. Identity of Easement or  
 Restriction Secondly  
 referred to in the  
 above-mentioned plan  
 Right of Carriageway 3.5  
 wide

SCHEDULE OF LOTS, ETC. AFFECTED

Lot Burdened	Lot, Name of Road or Authority Benefitted
1111	1110, 1112

This is Sheet 1 of a 5 Sheet Instrument

*Handwritten signature*

*Handwritten signature*



INSTRUMENT SETTING OUT TERMS OF RESERVES AND RESTRICTIONS  
 ON THE USE OF LAND COMPRISED TO SECTION 895 OF  
 THE CONVEYANCING ACT, 1919

Lengths are in Metres: Sheet 3 of 5 Sheets  
 Plan: DP 811399

Subdivision of Lot 1095  
 DP 807086 and Lot 1222  
 DP 808884 covered by Council  
 Order 5 Certificate No. 90035

(f) No building shall be erected on any lot burdened having a roof  
 cladding of fibre glass, plastic, metal or fibrous cement without the  
 prior written consent of Greater Newcastle Land Developments Pty  
 Limited.

(g) No pylon shall be erected or permitted to remain on any lot burdened  
 in a conspicuous place or position and no pylon shall be located so as  
 to be visible from a road or from other lots in the subdivision  
 without being screened.

(h) No run off water from any building, impervious surface or other  
 material or structure laid or constructed on any lot burdened shall be  
 permitted to run outside the boundaries of that lot except into or  
 through the inter-alignment drainage system within the easement for  
 drainage of the lot burdened. No drainage system shall be installed on  
 a gutter or stormwater pipe in the street provided that there is no  
 inter-alignment drainage system exists in respect of the lot burdened  
 the said run-off water may be permitted to run outside the boundaries  
 of that lot to:

- (1) The gutter of the street which the lot faces, or
- (11) Some alternative discharge point satisfactory to the Hamilton  
 City Council

(i) No earth, stone, gravel or tress shall be removed or excavated from  
 any lot burdened except where such removal or excavation is necessary  
 for the erection of a building or structure. No lot shall be  
 permitted to be, appear or remain in an excavated or quarried state.

(j) No trees shall be removed from any lot burdened without the prior  
 written approval of the Hamilton City Council.

(k) No fuel storage tanks (except for domestic heating and/or cooking  
 purposes) shall be placed upon or permitted to remain on any lot  
 burdened.

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

(m) No advertisement hoarding sign or matter of any description shall be  
 erected or displayed on each lot burdened without the prior written  
 consent of Greater Newcastle Land Developments Pty Limited and Greater  
 Newcastle Land Developments Pty Limited shall have the right to remove  
 any such advertising hoarding sign or matter without notice.

This is Sheet 3 of a 5 Sheet Instrument

*Handwritten signature*

*Handwritten signature*



This negative is a photograph made as a permanent  
 record of a document in the custody of the  
 Registrar General this day, 1st August, 1991



INSTRUMENT SETTING OUT TERMS OF BASEMENT AND RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED TO SECTION 88B OF  
THE CONVEYANCING ACT, 1919

Lengths are in Metres:

Plan: D.P. 811 799

Subdivision of Lot 1095  
DP 807086 and Lot 1222  
DP 806664 covered by Council  
Clerk's Certificate No. 90035

Sheet 2 of 5 Sheets

3. Identity of Basement or  
Restriction Thirdly referred  
to in the abovementioned Plan:

Restriction on Use.

SCHEDULE OF LOTS, APPLICABLE

Lots burdened	Lot, Name of Road or Authority Benefited
Each lot except 1139, 1140 and 1141	Every other lot except 1139 and 1140, 1141

PART 2

Terms of Restriction on Use Thirdly Referred to in the abovementioned Plan:

- (a) No building or buildings shall be erected on each lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or masonry, and/or any combination thereof, and/or divided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 33% of the total area of the external walls. Cement or fibre cement shall not be used in external walls except in gable ends and, in the case of a two storey building, in the walls of the upper storey where the proportion shall not exceed 30% of the total area of the external walls.
- (b) No main building shall be erected or be permitted to remain erected on each lot burdened having a total area of less than 105 square metres exclusive of carports, external landings, patios and verandahs.
- (c) No more than one single dwelling shall be erected on any lot burdened and, for this purpose 'dwelling' shall not include a building designed for the separate use of more than one family unit.
- (d) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed upon or permitted to remain upon any lot burdened.
- (e) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

This is Sheet 2 of a 5 Sheet Instrument

*[Signature]*  
P3SD

*[Signature]*  
P3SD



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INSTRUMENT SETTING OUT TERMS OF BASEMENTS AND RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED TO SECTION 88B OF  
THE CONVEYANCING ACT, 1919

Lengths are in Metres:

Plan: D.P. 811 799

Subdivision of Lot 1095  
DP 807086 and Lot 1222  
DP 806664 covered by Council  
Clerk's Certificate No. 90035

Sheet 4 of 5 Sheets

(n) No fence shall without the prior written consent of Greater Newcastle Land Developments Pty Limited be erected or permitted to remain on any lot burdened closer to any street than the house building line shown thereon in the event of the lot having a house building line than that shown thereon. No fence shall be erected closer to any street or fence along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on each such lot or shall be constructed of lapped and capped palings and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.

(o) No paling fence shall be erected or permitted to remain on any lot burdened, unless it is capped and provided further that, subject to determination by Greater Newcastle Land Developments Pty Limited as to whether a particular paling fence or type of fence constructed or proposed to be constructed constitutes a paling fence shall be final and binding.

(p) No fence shall be erected on each lot burdened to divide it from any other lot or lots of the same or different parts of the same instrument limited but such consent shall not be withheld if such fence is erected without expense to Greater Newcastle Land Developments Pty Limited provided that this Restriction shall remain in force only during such time as Greater Newcastle Land Developments Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan.

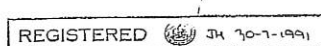
(q) Any release, variation or modification of these restrictions shall be limited to and done in all respects at the cost and expense of the person or persons requesting the same.

(r) The person having the right to release, vary, modify or enforce these restrictions is Greater Newcastle Land Developments Pty Limited or such other persons, Company or Companies nominated by it under its common seal for that purpose for such period as it is the Registered Proprietor of any land in the Plan and if Greater Newcastle Land Developments Pty Limited shall no longer be in existence, shall not be deemed to have been extinguished and shall be deemed to have not been extinguished and there shall be no such person, Company or Companies so nominated then the persons having the right to release, vary or modify these restrictions are all of those registered proprietors or their assigns of lots that are wholly or partly within 50 metres of the lot that is subject to the release variation and modification of these restrictions.

This is Sheet 4 of a 5 Sheet Instrument

*[Signature]*  
P3SD

*[Signature]*  
P3SD



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RESTRICTIONS SETTING OUT TERMS OF EASEMENTS AND RESERVATIONS  
ON THE USE OF LAND INTENDED TO BE CONVEYED TO SECTION 88B OF  
THE CONVEYANCING ACT, 1919

Lengths are in Metres:  
Plan: DP 811399

Sheet 5 of 5 Sheets  
Subdivision of Lot 109  
DP 80186 and Lot 127  
DP 80186 and Lot 127  
Council  
Clerk's Certificate No. 90033

(5) For the purpose of these restrictions:-  
(i) the word "structure" shall have the meaning attributed to it  
under the Local Government Act 1919.

The Common Seal of Greater Newcastle  
Land Development Pty Limited was  
recently affixed by authority of the  
Directors previously given in the  
presence of:-

*[Signature]*  
Director  
*[Signature]*  
Secretary



The Common Seal of Greater Newcastle  
Permanent Building Society Limited  
was recently affixed by authority of  
the Directors previously given in  
the presence of:-

*[Signature]*  
Director  
*[Signature]*  
Secretary



This is Sheet 5 of a 5 sheet Instrument

REGISTERED 1991-1-14

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

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 1st August, 1991





**Certificate No.: PC/2020/3298**

**Certificate Date:** 20/11/2020

**Fee Paid:** \$53.00

**Receipt No.:** 860365

**Your Reference:** 10973

**SECTION 10.7 PLANNING CERTIFICATE**

**Environmental Planning and Assessment Act, 1979 as amended**

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<b>APPLICANT:</b>	Infotrack  ecertificates@infotrack.com.au
<b>PROPERTY DESCRIPTION:</b>	14 Reilly Street THORNTON NSW 2322
<b>PARCEL NUMBER:</b>	23781
<b>LEGAL DESCRIPTION:</b>	Lot 1152 DP 813806

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**IMPORTANT: Please read this Certificate carefully.**

This Certificate contains important information about the land described above.

Please check for any item, which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, please contact Council by phoning (02) 4934 9700, or personally at Council's Administration Building at 285-287 High Street, Maitland.

The information provided in this Certificate relates only to the land described above. If you require information about adjoining or nearby land, or about the Council's development policies or codes for the general area, contact Council's Planning & Environment Department.

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. We recommend that you only rely upon a very recent Certificate.

The following responses are based on the Council's records and/or information from sources outside the Council. The responses are provided with all due care and in good faith, however the Council cannot accept responsibility for any omission or inaccuracy arising from information outside the control of the Council.

Furthermore, while this Certificate indicates the general effect of the zoning of the abovementioned land, it is suggested that the applicable planning instruments be further investigated to determine any additional requirements.

**Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available from Council's [website](#).**

## **PART 1: MATTERS PROVIDED PURSUANT TO SECTION 10.7 (2)**

### **1. Local Environmental Plan (LEP)**

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

#### **Exhibited draft Local Environmental Plans**

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

#### **Development Control Plan prepared by Council**

Maitland Development Control Plan 2011 applies to the land.

#### **Development Control Plan prepared by the Director General**

The Council has not been notified of any Development Control Plan applying to the land that has been prepared by the Director-General under section 51A of the Act.

#### **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:

- SEPP21 Caravan Parks
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (State and Regional Development) 2011
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP (Koala Habitat Protection) 2019
- SEPP50 Canal Estate Development
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP55 Remediation of Land
- SEPP Affordable Rental Housing 2009
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Infrastructure) 2007
- SEPP64 Advertising and Signage
- SEPP Primary Production and Rural Development 2019
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP (Concurrences and Consents) 2018
- SEPP Vegetation in Non Rural Areas 2017
- SEPP (Educational Establishments and Child Care Facilities) 2017

- 

### **Draft State Environmental Planning Policies**

The following draft State Environmental Planning Policy(s) applying to the land is, or has been, the subject of community consultation or on public exhibition under the Act:

#### ***Housekeeping Amendment to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008***

The proposed amendments to this SEPP are housekeeping amendment to the Codes SEPP to simplify and improve the policy, clarify definitions and standards, and address other minor technical matters raised. The proposed housekeeping amendment to the Codes SEPP will simplify and improve the policy, clarify definitions and standards, and address other minor technical matters.

## **2. Zoning and land use under relevant LEPs**

Maitland LEP 2011, published 16 December 2011, identifies the zone applying to the land as:

### **R1 General Residential**

The following development information gives the objectives of the zone, the description of the zone and identifies development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

#### **R1 General Residential**

##### **a) Purpose/Objective**

- 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

##### **b) 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

##### **c) Permitted without Consent**

Home occupations

##### **d) 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.

**e) Land dimensions to permit the erection of a dwelling house on the land**

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.

**f) Critical Habitat**

No Local Environmental Plan or draft Local Environmental Plan identifies the land as including or comprising critical habitat.

**g) Conservation Area**

The land IS NOT in a Heritage Conservation Area.

**h) Item of Environmental Heritage**

The land does NOT contain an item of Environmental Heritage.

**3. Complying Development**

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.**

#### **4B. Annual charges under Local Government Act 1993 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).

#### **5. Coal Mine Subsidence Compensation Act 2017**

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

#### **6. Road widening and road realignment**

- 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 any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council

The information above relates to Council's road proposals only. Other authorities, including Roads and Maritime Services, may have proposals, which have not been set out.

#### **7. Council and other public authority policies on hazard risk restrictions**

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 a Contaminated Lands Policy to provide a framework to appropriately manage land contamination risk through the land use planning process. This Policy seeks to ensure that changes in landuse will not increase the risk to human health or the environment. The Policy applies to all land in the

Maitland Local Government Area.

#### **7A. Flood Related Development Controls**

Development on this land or part of this land for the purposes of dwelling houses, attached dwellings, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is NOT subject to flood related development controls contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

Development on this land or part of this land for any other purpose is NOT subject to flood related development controls contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

Information given in relation to flooding is based upon Council's adopted 1:100 ARI (Average Recurrent Interval) flood event.

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard.

#### **8. Land Reserved for Acquisition**

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.

#### **9. Contribution Plans**

The following contribution plan(s) apply to the land:

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

Contributions Plans may be viewed on Council's website or inspected and purchased at Council's Customer Service Centre.

#### **9A. Biodiversity Certified Land**

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

#### **10. Biodiversity Stewardship Sites**

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*.

#### **10A. Native Vegetation clearing set asides**

The Council is not aware if the land contains a set aside area under 60ZC of the *Local Land Services Act 2013*.

#### **11. Bushfire Prone Land**

The land is NOT identified as being bushfire prone land.

#### **12. Property vegetation plans**

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).

**13. Order under Trees (Disputes between Neighbours) Act 2006**

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.

**14. Directions under Part 3A**

There is NO direction by the Minister under Section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 (other than a project of a class prescribed by the regulations) of the Act does not have effect.

**15. Site Compatibility Certificate and Conditions for Seniors Housing**

**a) Site Compatibility Certificate**

Council is unaware of whether a current Site Compatibility Certificate issued under Clause 25 of the State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 has been issued for the land.

**b) Conditions of Development Consent since 11 October 2007**

No development consent has been granted for the development permitted under State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 after 11 October 2007.

**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

Council is unaware of whether a valid Site Compatibility Certificate has been issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 for the land.

**17. Site compatibility certificates and conditions for affordable rental housing**

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.

**18. 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.

**19. Site verification certificates**

Council is not aware of any current site verification certificate in respect of the land.

**20. Loose-fill asbestos insulation**

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

**21. Affected building notices and building product rectification orders**

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.

**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.
- 

**David Evans**  
**General Manager**





# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

14 REILLY

THORNTON NSW

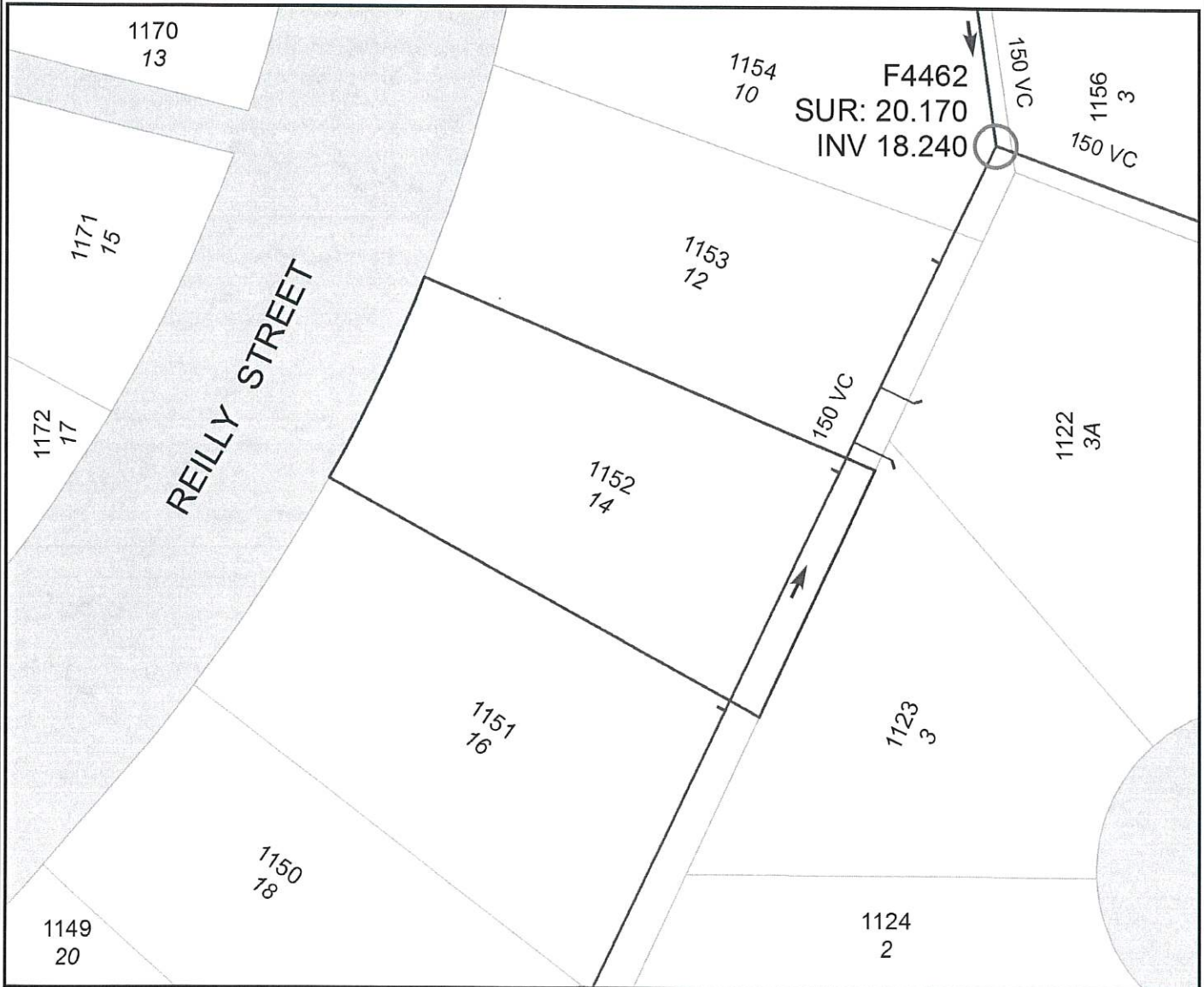
APPLICATION NO.: 1291239

APPLICANT REF: M 10973

RATEABLE PREMISE NO.: 9237610333

PROPERTY ADDRESS: 14 REILLY ST THORNTON 2322

LOT/SECTION/DP:SP: 1152//DP 813806



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

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

### IMPORTANT:

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

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

Date: 19/11/2020

Scale at A4: 1:500

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

