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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	**Peters Real Estate** **475-477 High Street, Maitland, NSW 2320**	**Phone:** **(02) 4933 7855** **Fax:** **(02) 4933 1120** **Ref:** **Tim Peters**
co-agent		
vendor	**Thornton Land Company Pty Ltd ACN 074 352 962 ABN 98 074 352 962 , 1 Hartley Drive, Thornton, NSW 2322**	
vendor's solicitor	**Hunter Law** **1 Hartley Drive, Thornton NSW 2322** **PO Box 3042, Thornton NSW 2322**	**Phone:** **02 4966 4966** **Fax:** **02 4966 3644** **Ref:** **PK:0694** **E:priscilla@hunterlawyers.com**
date for completion	**See Special Conditions**	(clause 15)
land (address, plan details and title reference)	**Proposed Lot ## , Saint Helena, Lochinvar, New South Wales 2321** **Unregistered Plan: Lot ## in an unregistered plan which is part of Lot 100 and 101 Plan 1216128** **Folio Identifier Part 100 and 101/1216128** ☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☒ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ blinds	☐ dishwasher	☐ light fittings	☐ stove
	☐ built-in wardrobes	☐ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions		
purchaser	**ABN**	
purchaser's solicitor		
price	$	
deposit	$_____	(10% of the price, unless otherwise stated)
balance	$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor	**GST AMOUNT** (optional) The price includes GST of: $	**witness**
purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares		**witness**

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3)	☒ NO	☐ yes
Proposed *electronic transaction* (clause 30)	☒ no	☐ YES

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

Land tax is adjustable	☐ NO	☒ yes	
GST: Taxable supply	☐ NO	☒ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

Purchaser must make an *RW 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.

***RW payment* (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:
Thornton Land Company Pty Ltd
ACN 074 352 962

Supplier's ABN:
98 074 352 962

Supplier's business address:
1 Hartley Drive Thornton NSW 2322

Supplier's email address:
geoff@hunterland.com.au

Supplier's phone number:
(02) 4966 4966

Supplier's proportion of *RW payment*: **$**
The **GST AMOUNT detailed on the front page of this contract being 1/11th of the Contract Price.**

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: **$Not Applicable.**

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☐ 2 plan of the land
- ☒ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☒ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 section information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management.statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☒ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons for non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1986
- ☐ 57 document relevant to off-the-plan sale

Other

- ☐ 58

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

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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.

SAMPLE CONTRACT

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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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.

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.

STRICTLY CONFIDENTIAL 23/9

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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:

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. The purchaser will usually have to pay stamp 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.

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act*, that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor*, or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property*;
requisition	an objection, question or requisition (but the term does not include a claim);
remittance amount	the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
rescind	rescind this contract from the beginning;
RW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *RW rate*);
RW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

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*.

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.

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.

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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 *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 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.

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7 Claims by purchaser

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;

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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

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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 an *RW payment* the purchaser must –

13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment*.

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.

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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 lodgement fee to the purchaser, plus another 20% of that fee.
16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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;
- *remittance amount* payable;
- *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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

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18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

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 *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 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*.

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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 not disclosed in this contract; or
- 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 substantially disadvantages the purchaser and is not disclosed in this contract; or

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23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration 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 earnt 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

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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.

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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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party serves* a notice that it will not 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.

PRELIMINARY DRAFT NOT FOR SIGNATURE

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only 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 *Lodgement 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*;

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; and

30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –

30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- 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 *Lodgement 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
- 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*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules*;
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ENCL*;
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*.

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 *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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31.2.4 *serve* evidence of receipt of payment of the *remittance amount.*

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.

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Additional conditions to Contract for sale of land

31 Completion

(a) Completion of the Contract shall take place on the later of :

i. Twenty one (21) days after the satisfaction of the Condition Precedent pursuant to this contract; and

ii. Twenty Eight (28) days after the date of this contract.

(b) If either party serves on the other a Notice to Complete, the party served shall not object to the notice on the ground that the time stipulated for completion is unreasonable if that time is not less than 14 days (336 hours) after the time of service of the notice. Without affecting any other right, a party who has issued a Notice to Complete can, by further notice given at least 72 hours before expiration of the Notice to Complete, withdraw it or extend it once by 7 days.

(c) If a Notice to Complete was justified then the issuing party shall be entitled to an allowance of $330.00 for the cost of such notice.

32 Failure to Complete by Completion Date

(a) The purchaser shall pay to the vendor on completion in addition to the price an amount equal to: 10% x price x delay days ÷ 365 days.

(b) "Delay days" means any days by which completion is delayed through no fault of the vendor.

(c) "Price" in this clause shall be appropriately adjusted for any relevant period during which any part of the price has been released to the vendor.

33 Payment of less than 10% Deposit

Despite anything shown on page 1 of this contract, the deposit is 10% of the price. However, the deposit may be paid in the following instalments

1. On the date hereof: $0.25 % of the Purchase Price named on the front page of this contract;

2. On the date which is fifteen (15) business days after the date of this contract: The amount required so the purchaser has paid to the vendor the 10% deposit.

3. On completion: Any amount of the 10% deposit required that is outstanding.

If:

(a) the purchaser defaults in the observance or performance of any obligation hereunder which is or the performance of which has become essential; and,

(b) the purchaser has not paid all of the deposit; and,

(c) the vendor has terminated this contact;

then the vendor will be entitled to recover from the purchaser an amount equal to ten per centum (10%) of the purchase price less the partial deposit paid (if any) as liquidated damages and it is agreed that this right will be in addition to and will not limit any other remedies available to the vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary.

34 Tax File Number

(a) The deposit holder shall invest the deposit with the Commonwealth Bank Maitland Branch (or other bank at the discretion of the vendor) within seven (7) days of the Purchaser paying the full 10% deposit and providing their Tax File Number to the deposit holder. Any interest earned between the date of investing the deposit and a date which is twenty one (21) days prior to the completion date shall be paid to the Purchaser provided that the Purchaser has not forfeited the deposit or is in default of this contract. The interest shall be paid to the Purchaser within seven (7) days of the date the deposit holder is required to account for the deposit.

35 Acknowledgements

The purchaser represents and warrants to the vendor that:

(a) in entering into this contract, the purchaser has not relied on any representations or warranties about the subject matter of this contract including, without limitation, any representations or warranties except as set out in this contract as to the fitness or suitability for any purpose of the Property or as to any financial return or income to be derived from the Property or as to whether the Property is contaminated; and

(b) in entering into this contract, the purchaser has relied on its own enquiries relating to and inspections of the Property including any geotechnical enquiries; and

(c) the Purchaser will make their own investigations regarding the contours/ levels of the Property and any adjacent Property and any latent defects in the Property and it has not relied on any representation of the vendor in this regard.

(d) the purchaser was not induced to enter into this contract by any warranty, representation or conduct of the type referred to in sub-clause (a), (b), (c) and (d) above and the purchaser will not make any objection, requisition or claim whatsoever in relation to the matters referred to in the subclauses of this clause above.

36 Objections or Requisitions

Notwithstanding the provisions of conditions 6, 7 and 8, any claim for compensation shall be deemed to be an objection or requisition for the purpose of condition 8 entitling the vendor to rescind this contract.

37 Requisitions on Title

The purchaser agrees that the only form of requisitions on title the purchaser may make pursuant to clause 5 shall be the Requisitions on Title attached to this contract and the purchaser accepts the answers to such requisitions annexed hereto.

38 Fencing

The purchaser acknowledges that they will not at any time make a claim on the vendor in relation to any contributory or otherwise costs regarding fencing under the Dividing Fences Act 1991.

39 Estate Agent

The purchaser hereby warrants that he has not been introduced to the property by the efforts, whether direct or indirect, of any commission agent except the agent (if any) referred to in the particulars and shall indemnify the vendor in respect of any claim made by any agent for commission arising from any such introduction in breach of this warranty.

40 Caveat by purchaser

(a) The purchaser may lodge a caveat to protect its interests under this Contract provided that it does not prohibit the registration of the documents required to be registered on title to satisfy the Condition Precedent.

(b) The purchaser irrevocably appoints the vendor as its attorney solely in relation to executing a form of Withdrawal of Caveat for the Property after seven days of requesting the same from the purchaser and not receiving the same where this contract is terminated or rescinded. This clause survives the termination or rescission of the contract.

(c) The purchaser must, in the event that the vendor is delayed by a caveat lodged by the purchaser in registering anything on title that is required to be registered to satisfy the Condition Precedent, provide to the vendor either a withdrawal of caveat or caveator's letter of consent to facilitate the vendor to register such document required.

41 FIRB Warranty

(a) The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not apply to the purchaser or to this contract.

(b) In the event of breach of the warranty in subclause (a) above, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered in connection with that breach.

42 Amendments to Printed Conditions

(a) to the extent that these conditions are inconsistent with the Contract For Sale of Land ("printed conditions") than these conditions prevail to the extent of any inconsistency.

(b) Clause 7.1.1 of the printed conditions is amended by replacing 5% with 1%.

(c) Clause 28.3 of the printed conditions is deleted

(d) in the event that there is not an agent listed on this contract than the *deposit holder* will be a solicitor, conveyance or licensed real estate agent appointed by the vendor.

43 Services

The purchaser will, at the purchaser's expense, be responsible for the installation and/or amplification of all services to connect to those provided in the property and for any others including amplification of services to those provided pursuant to the vendors obligations to Council or any other authority.

44 Mine Subsidence

If the property is in a mine subsidence area as designated by the mine subsidence board, the purchaser may rescind this contract and clause 19 applies if the owner of the improvements on the Property is not entitled to claim compensation from the Mine Subsidence Board in respect of the damage to the Property and/or improvements arising from mine subsidence and written communication from the Mine Subsidence Board to that effect will be conclusive evidence for the purposes of this clause.

45 Cooling Off Period.

(a) If the parties have agreed to exchange without a certificate under section 66w of the Conveyancing Act (NSW) 1919 the cooling off period will be fifteen (15) business days.

(b) In the event that this contract is a contract regarding residential property and the parties have not agreed as contemplated under clause 45(a) hereto the purchaser must on or prior to the date of contract provide to the vendor a certificate in accordance with s66W of the Conveyancing Act (NSW) 1919.

46 Encumbrances

(a) The property is sold subject to all registered dealings on title except for any encumbrance that is to be discharged at completion.

(b) If a mortgage or charge is shown on the folio for the Property that would prevent the registration of the Transfer to the purchaser the vendor will provide in registrable form a discharge, release or withdrawal of the applicable mortgage, charge, caveat or encumbrance and the vendor will allow at completion the registration fees for such discharge or withdrawal.

47 Condition Precedent

(a) The obligations of the vendor to sell and the purchaser to purchase the property are subject to fulfillment of the following conditions.

i. The Vendor procuring a development consent council on terms and conditions acceptable to it for the subdivision creating the Property (the DA Condition) by the date that is six (6) months after the date of this contract.

ii. The vendor procuring the registration of the Plan of Subdivision by the Registrar General thereby creating the Property ("the Plan Registration Condition") on or before the date that is eighteen (18) months after the date of this contract ("the Plan Registration Sunset Date").

("the Condition Precedent")

(b) The parties agree that the Condition Precedent is for the benefit of the parties as follows:

i. The DA Condition- the vendor.

ii. the Plan Registration Condition- the vendor

48 Matters pertaining to the Condition Precedent

(a) The parties must act in good faith and cooperate with each other to assist each other to satisfy the Condition Precedent promptly after the date of this contract and in any event on or prior to the dates detailed herein.

(b) The vendor may extend the Plan Registration Sunset Date by a further three (3) months (in addition to any other rights of extensions detailed in this contract) by sending a written notice to the purchaser detailing such extension.

(c) Clause 29 applies to the Condition Precedent with the following amendments:

i. Clause 29.6 is replaced with the following:

"In the event that an event involves an approval which is determined and the determination involves a condition that is unacceptable to a party who has the benefit of the provision than the party having the benefit of the condition may rescind within ten (10) business days after receipt of the determination of the consent containing the unsatisfactory condition."

ii. The following words are inserted on the first line of clause 29.7.3 after the second appearance of the words "the date for completion ":

"(with any reference to the event that has not occurred deleted)."

(d) In addition to any other extensions in this contract, the vendor may extend the Plan Registration Sunset Date by a further three (3) months if the vendor deems this to be necessary.

49 In the event that this contract is rescinded pursuant to clause 29 then from the date of rescission:

(a) each party is relieved of any further obligations under this contract; and

(b) no party will have a claim against the other except for antecedent breaches of this contract; and

(c) clause 19.2 shall apply.

(d) In addition to any other rights of extension under this contract, the vendor may extend the Plan Registration Sunset Date, by the commensurate amount of delay incurred as a result of any of the following:

50 Changes to the Plan of Subdivision

Changes to the Plan of Subdivision may be required by Council, the Registrar General of the Land and Property Information (or superseded body), the vendor or anyone else who has to approve the Plan of Subdivision. The purchaser will not object to any change that does not have a material adverse effect on the purchaser's use and enjoyment of the lot, the subject of this contract, or the following changes to the plan of subdivision:

(a) the numbering of the lot;

(b) an alteration in any length or area by a reduction in such length or area of up to 3%;

(c) any further consolidation and/or subdivision of the proposed lots detailed in the plan of subdivision excluding the Property;

(d) the number, numbering, position and dimension of other lots;

(e) any changes permitted by printed clause 28, so that the above words shall not affect the meaning of that clause;

51 Changes to Documents

(a) All documents, copies of which are annexed to this contract, may not be in a final form when this contract is entered into. The vendor may change any document which it considers appropriate or necessary, is required by any Authority or financier.

(b) The purchaser will make no objection if the final document registered or entered into differs from the copy annexed to this contract.

(c) Subject to the other provisions of this contract, the purchaser may rescind if the difference is not minor and has a materially adverse effect on the Property. The Plan of Subdivision and 88B instrument accompanying the Plan of Subdivision is deemed to be acceptable to the Purchaser on the date that is two (2) business days after the vendor serves a copy of the notification of the registration of the Plan of Subdivision on the purchaser.

52 Drainage, Easements and Restrictions as to User

The Property is sold subject to restrictions as to user and easements for drainage and services to be created upon the registration of the Plan of Subdivision. The purchaser shall make no requisition, objection or claim for compensation in respect of any such easements or restrictions that are required to obtain the final approval or consent of any body or authority, or to enable registration of the Plan of Subdivision, or as disclosed and/or permitted in this contract, or which are a minor change to the Plan of Subdivision.

53 Services on the Land

(a) In the subdivision creating the Property there will be provision in accordance with the authorities requirements for

i. A point of connection for a low voltage supply of power;

ii. A junction for sewer; and

iii. Water mains for water supply; and

iv. Conduits and pits to facilitate the future owner's of the Property to apply for a telecommunications connection at a later date.

(b) The purchaser will, at the purchaser's expense, be responsible for the installation and/or amplification (if required) of all services to connect to those provided by the vendor.

(c) The vendor intends on the date of this deed to construct the sewer substantially in accordance with the draft sewer plans annexed. The parties acknowledge that the vendor may amend these draft plans provided that a connection point for the sewer mains are available for each respective lot to connect to at their own cost at a later date.

54 Rates

(a) If separate council rates and water rate assessments have not issued for the Property by the date that is 3 business days prior to the Completion Date, then for the purposes of clause 14, the rates for each respective parcel of Property the subject of this contract are deemed to be as follows:

i. Water Rates for the Property-

$100.00 per rating cycle;

ii. Council Rates applicable to the Property-

iii. $500.00 per rating cycle/quarter

and such rates are deemed to have been paid and shall be adjusted accordingly.

(b) Notwithstanding any other clause in this contract, the vendor must pay within the time limited for payment, all assessments affecting the property in respect of council rates and water rates for the rating three monthly cycle (council rates) or four monthly cycle (water rates), as applicable, in which the Completion Date falls, and the purchaser shall upon completion of this contract, accept this undertaking and shall make no objection, requisition or delay completion of this contract by reason of such rates being undischarged.

55 Planning Certificate

(a) The Purchaser acknowledges that the Property is derived from a subdivision of the Precedent Land shown on the front page of this contract.

(b) Subsequent to registration of the plan of subdivision with the Registrar General the Property will be allocated by Council an individual planning certificate.

(c) The purchaser warrants that they are familiar with the planning certificates for the Precedent Land and in particular have satisfied themselves of the extent that the planning certificates of the Precedent Land apply to the Property, the vendor is not under any obligation to provide the purchaser with a planning certificate specific to the Property.

56 Electronic Settlement

(a) If the parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law by written notice to each other this clause will apply.

(b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement and each party shall pay their own costs.

(c) The purchaser warrants they will provide a paper transfer to the vendor within five (5) business days of the date of contract so that in the event a paper settlement is necessary to occur, the parties are able to proceed to settle manually on short notice.

(d) The purchaser must notify the purchaser at exchange if they are agreeable to conducting settlement electronically together with confirmation, for the purposes of the completion of a Control of the Right to Deal, whether they have an incoming mortgagee and if so the identity of the incoming mortgagee.

(e) In the event the parties have elected to conduct the matter via PEXA, within seven (7) days of exchange, the vendor will create and populate an electronic workspace for the matter, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may create the workspace.

(f) Within two (2) business days of receipt of the invitation to join the workspace the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join the workspace.

(g) The purchaser must stamp and validate the transfer within five (5) business days after the date of contract. This is an essential term of the contract solely for the benefit of the Vendor.

(h) Settlement takes place when the financial settlement takes place.

(i) Anything that cannot be delivered electronically and the other party is entitled to receive at settlement (including a order on the agent, bank guarantees or relevant lease documentation) must be provided to the other party (if a document) in scan form prior to completion and be posted to the other party to hold in escrow prior to completion together with an irrevocable authority to release the original document to the other party following financial completion. In the event that a party requests in writing that a document be returned the other party must immediately return the document to the requesting party

(j) Each party must undertake its best endeavours:

a. to accept the settlement by the date that is ten (10) business days prior to the completion date and they must ensure any bank associated with their role in the contract also accepts the settlement time by the date that is ten (10) business days prior to the completion date; and
b. to prepare and sign any documents required to be completed by that party and ensure their bank also prepares and signs the required documents by the date that is five (5) business days prior to the completion date; and
c. to sign as ready for settlement the financial statements required for completion and ensure their associated bank also signs off on settlement by the date that is three (3) business days prior to the date for completion.

(k) If time is of the essence of the transaction and settlement fails to proceed due to a system failure, then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must

settle in the usual non - electronic matter as soon as possible but no later than 2 working days after the initial electronic failure unless otherwise agreed in writing

Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

57 Residential Withholding of GST – NOTICE

a) If the parties acknowledge that the supply under this contract is a supply of new residential premises or potential residential land under the A NEW TAX SYSTEM (GOODS AND SERVICES TAX) ACT 1999 (the Act) and this clause is a Vender notice in accordance with the Act requiring the purchaser's payment of a proportion calculated in accordance with this contract and notice directly to the Australian Taxation Office (ATO) under the Act.

b) The parties agree the vendor has complied with its obligations under the Act by virtue of this clause and the disclosure on page 2 of the Contract.

c) The purchaser warrants they will complete, in accordance with the ATO's requirements, the GST property settlement withholding notification form (or as superseded by the ATO) within two (2) business days of the date of contract.

d) The purchaser must, within five (5) business days after the date of contract, notify the Vendor in writing of the LRN and PRN assigned to the transaction by the ATO to facilitate the reference necessary for the payment of the GST to the ATO.

e) The purchaser will provide a copy of the GST Property Settlement Date Confirmation Form to the vendor a minimum of five (5) business days prior to completion. The purchaser warrants they will ensure the form is lodged with the ATO no later than the completion date.

f) Clause 13.13 of this contract applies to the supply under this contract with the exception that clause 13.13.3 is varied such that the vendor will receive from the purchaser at completion and will then forward the settlement cheque to the ATO in the event of a manual settlement, as agent for the purchaser.

g) The purchaser is liable for payment of one eleventh (1/11th) of the Purchase Price of this Contract on account of the Residential Withholding Component of the Purchase Price to the ATO.

h) This clause applies to contracts entered into after 1 July 2018, or in the event that the vendor elects, by sending as written notice to the purchaser, to pay the GST to the ATO, on completion of this Contract.

58 Guarantee (Company Purchaser)

For the purposes of this contract, "Guarantor" means the person or persons who are officers of the purchaser company and who have witnessed or signed this contract for the purchaser or who have otherwise indicated that they give this guarantee.

The Guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract.

The Guarantor unconditionally and irrevocably guarantees to the vendor the due and punctual performance and observance by the purchaser of the purchaser's obligations under this contract.

As a separate undertaking the Guarantor unconditionally and irrevocably indemnifies the vendor against all liability or loss arising from and any expenses incurred in connection with, a breach by the purchaser of this contract. It is not necessary for the vendor to incur expense or make payment before enforcing that right of indemnity.

As a separate undertaking the Guarantor unconditionally and irrevocably indemnifies the vendor against all liability or loss arising from, and any expenses incurred in connection with, a representation or warranty by the purchaser in this contract being incorrect or misleading.

The Guarantor waives any right it has of first requiring the vendor to commence proceedings or enforce any other right against the purchaser or any other person before claiming under this guarantee and indemnity.

The liabilities of the Guarantor under this clause as a guarantor indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including but not limited to, one or more of the following:

(a) the vendor granting time or indulgence to, compounding or compromising with or releasing the purchaser;

(b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor;

(c) any novation of the right of the vendor;

(d) any variation of this contract, or

(e) the validity or unenforceability of an obligation of a person other than the Guarantor.

The Guarantor may not without the consent of the vendor:

(a) raise a set off or counterclaim available to it or the purchaser against the vendor in reduction of its liability under this guarantee and indemnity;

(b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the vendor in connection with this contract; or

(c) prove in competition with the vendor if a liquidator, provisional liquidator, receiver, official manager or trustee in bankruptcy is approved in respect of the purchaser or the purchaser is otherwise unable to pay the purchaser's debts when they fall due.

If a claim that a payment or transfer to the vendor in connection with this contract or this guarantee or indemnity is void or voidable (including, but not limited to), a claim under laws relating to liquidation, insolvency or protection of creditors) is upheld, conceded or comprised, then the vendor is entitled immediately as against the

Guarantor to the rights to which it would have been entitled under this guarantee and indemnity, if the payment or transfer had not occurred.

This clause is an essential term of this contract.

If there is more than one person constituting the Guarantor then they give these covenants jointly and severally.

Signed by the Guarantor)
In the presence of:) .....
Guarantor

.....
Witness

Signed by the Guarantor)
In the presence of:) .....
Guarantor

.....
Witness

Schedule One- Plan of Subdivision

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)

Office Use Only

Registered:

Title System:

Office Use Only

PLAN OF SUBDIVISION OF LOT 100 D.P. & LOT 103 D.P.1216128

LGA: MAITLAND

Locality: LOCHINVAR

Parish: GOSFORTH

County: NORTHUMBERLAND

Survey Certificate

I, NIGEL DELFS

of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292

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

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

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

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

Datum Line: 'X' - 'Y'

Type: *Urban/*~~Rural~~

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

Signature: ..... Dated: .....

Surveyor Identification No: 8232

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

* Strike through if inapplicable.

** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

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

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

* Strike through if inapplicable

Plans used in the preparation of survey/compilation.

D.P.1216128
D.P.1232943

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

IT IS INTENDED TO DEDICATE ENDERLE DRIVE, JOHANNES STREET, MARIKA STREET, CHARLOTTE STREET & PHILIBERT AVENUE TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 245 TO THE PUBLIC AS DRAINAGE RESERVE.

Surveyor's Reference: 18672

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

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF LOT 100 D.P. & LOT 103 D.P.1216128

Subdivision Certificate number : .....

Date of Endorsement : .....

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

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (AA)
2. EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE (AB)
3. RESTRICTION ON THE USE OF LAND

TO RELEASE:-

1. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4 WIDE & VARIABLE (VIDE D.P.)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18672

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF LOT 100 D.P. & LOT 103 D.P.1216128

Subdivision Certificate number : .....

Date of Endorsement : .....

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

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

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
200				LOCHINVAR
201				LOCHINVAR
202				LOCHINVAR
203				LOCHINVAR
204				LOCHINVAR
205				LOCHINVAR
206				LOCHINVAR
207				LOCHINVAR
208				LOCHINVAR
209				LOCHINVAR
210				LOCHINVAR
211				LOCHINVAR
212				LOCHINVAR
213				LOCHINVAR
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235				LOCHINVAR
236				LOCHINVAR
237				LOCHINVAR
238				LOCHINVAR
239				LOCHINVAR
240				LOCHINVAR
241				LOCHINVAR
242				LOCHINVAR
243				LOCHINVAR
244				LOCHINVAR
245				LOCHINVAR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18672

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF LOT 100 D.P. & LOT 103 D.P.1216128

Subdivision Certificate number : .....

Date of Endorsement : .....

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

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

EXECUTED by THORNTON LAND COMPANY PTY LIMITED (A.C.N. 074 352 962) in accordance with Section 127 of the Corporations Act)

.....
Name:

Position:

.....
Name:

Position:

Mortgage under Mortgage No)
Signed at this day)
of 20 for National)
Australia Bank Limited ABN)
by)
its duly appointed Attorney under Power of Attorney No. Book)

.....
Signature of Witness/Bank Officer

.....
Print name of Witness/Bank Officer

.....
Address of Witness/Bank Officer

.....
Signature of Attorney (Level Attorney)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18672

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)

Office Use Only Registered:	Office Use Only
PLAN OF SUBDIVISION OF LOT 100 D.P. & LOT 103 D.P.1216128	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) *SSI Regulation 2017* • Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919* • Signatures and seals - See 195D *Conveyancing Act 1919* • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number : ..... Date of Endorsement :	

Signed sealed and delivered for and on behalf of **Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385):**

.....

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

.....

Signature of Witness

.....

Name of Agent in full

.....

Name of Witness in full

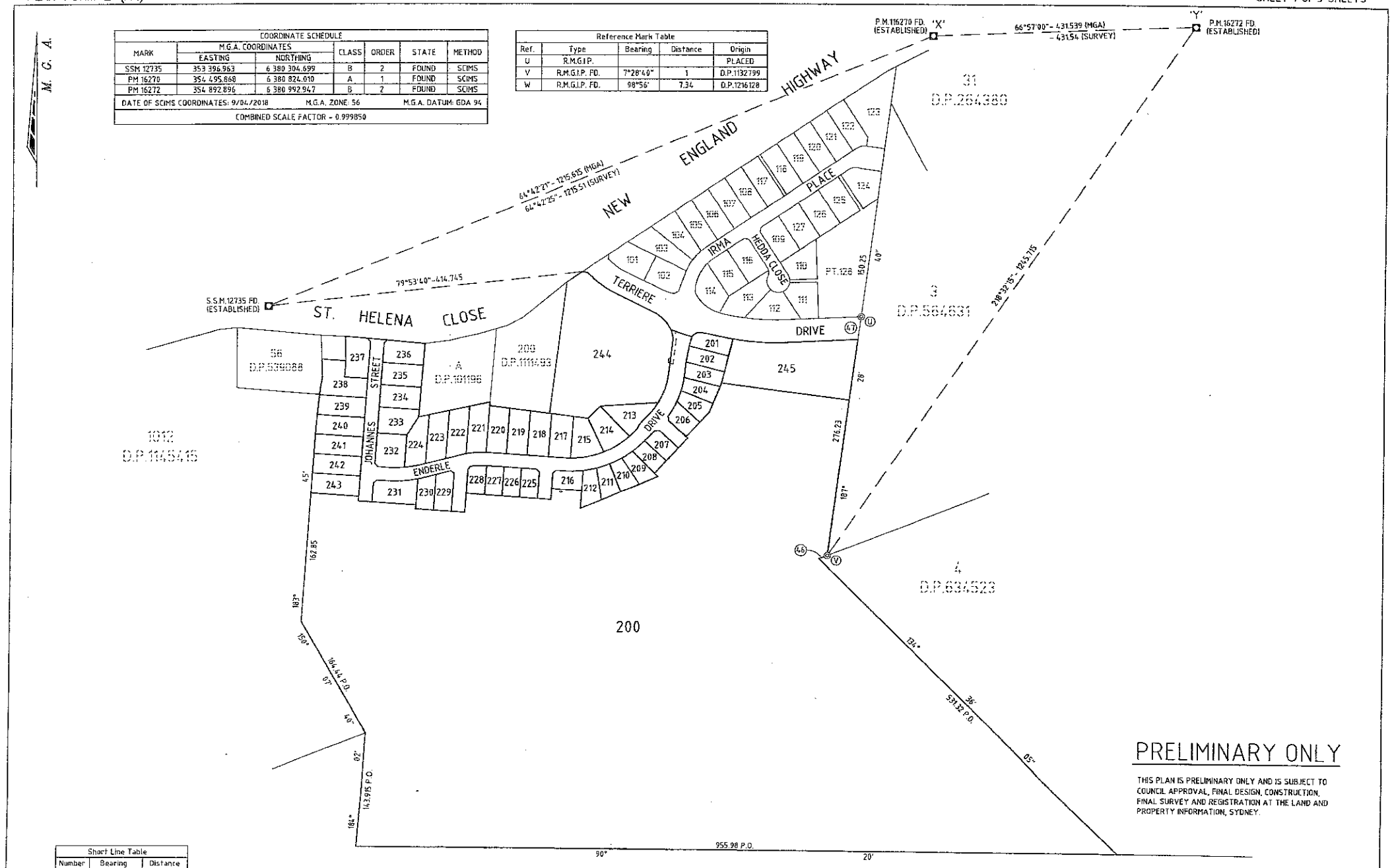
52 Martin Place, Sydney NSW 2000

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18672

COORDINATE SCHEDULE						
MARK	M.G.A. COORDINATES		CLASS	ORDER	STATE	METHOD
	EASTING	NORTHING				
SSM 12735	353 396.963	6 380 304.699	B	2	FOUND	SCIMS
PM 16270	354 495.868	6 380 824.010	A	1	FOUND	SCIMS
PM 16272	354 892.896	6 380 992.947	B	2	FOUND	SCIMS
DATE OF SCIMS COORDINATES: 9/04/2018		M.G.A. ZONE: 56			M.G.A. DATUM: GDA 94	
COMBINED SCALE FACTOR = 0.999850						

Reference Mark Table				
Ref.	Type	Bearing	Distance	Origin
U	R.M.G.I.P.			PLACED
V	R.M.G.I.P. FD.	7°28'40"	1	D.P.1132799
W	R.M.G.I.P. FD.	98°56'	7.34	D.P.1216128



PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.

Short Line Table		
Number	Bearing	Distance
46	248°31'25"	11.5 P.O.
47	187°28'40"	29.655

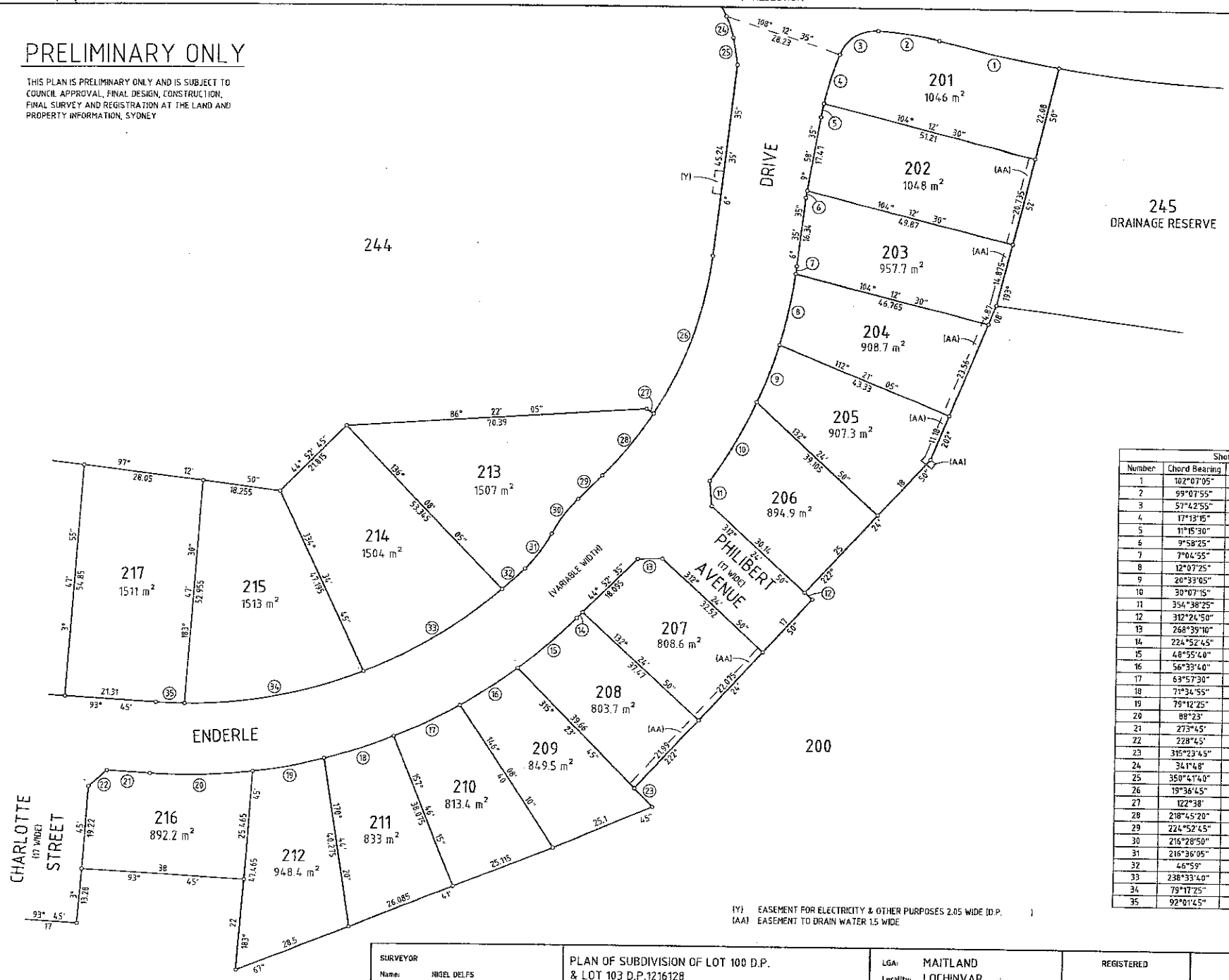
SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 D.P. & LOT 103 D.P.1216128	LGA: MAITLAND Locality: LOCHINVAR Reduction Ratio 1:3000 Lengths are in metres.	REGISTERED	D.P.
Name: NIGEL DELFS Date: Reference: 18672				

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

M. G. A.

PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY



Short Line & Arc Table				
Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	102°07'05"	28.775	28.785	315.1
2	99°07'55"	14.46	14.485	74.05
3	57°42'55"	10.59	11.315	9.05
4	17°13'15"	12.085	12.1	74.05
5	11°15'30"	3.315	3.315	74.05
6	9°58'25"	1.66		
7	7°04'55"	1.86	1.86	18.5
8	12°07'25"	17.21	17.23	108.5
9	20°33'05"	14.68	14.69	108.5
10	30°07'15"	21.51	21.545	108.5
11	354°38'25"	5.925		
12	312°24'50"	2.445		
13	268°39'10"	5.78		
14	224°52'45"	1.9		
15	48°55'40"	18.145	18.16	128.5
16	56°33'40"	16.07	16.08	128.5
17	63°57'30"	17.085	17.1	128.5
18	71°34'55"	17.085	17.1	128.5
19	79°12'25"	17.085	17.1	128.5
20	88°23'	24.03	24.065	128.5
21	273°45'	10.075		
22	228°45'	5.655		
23	315°23'45"	6.05		
24	341°48'	5.43	5.445	24.05
25	350°41'40"	6.385	6.385	100
26	19°36'45"	39.88	40.225	88.5
27	122°38'	2		
28	218°45'20"	18.88	18.915	88.5
29	224°52'45"	7.84		
30	216°28'50"	10.27	10.305	35.155
31	216°36'05"	10.415	10.455	35.155
32	46°59'	7.255	7.255	111.5
33	238°33'40"	37.625	37.805	111.5
34	79°17'25"	42.615	42.88	111.5
35	92°01'45"	6.695	6.7	111.5

(Y) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE (D.P.)
(AA) EASEMENT TO DRAIN WATER 1.5 WIDE

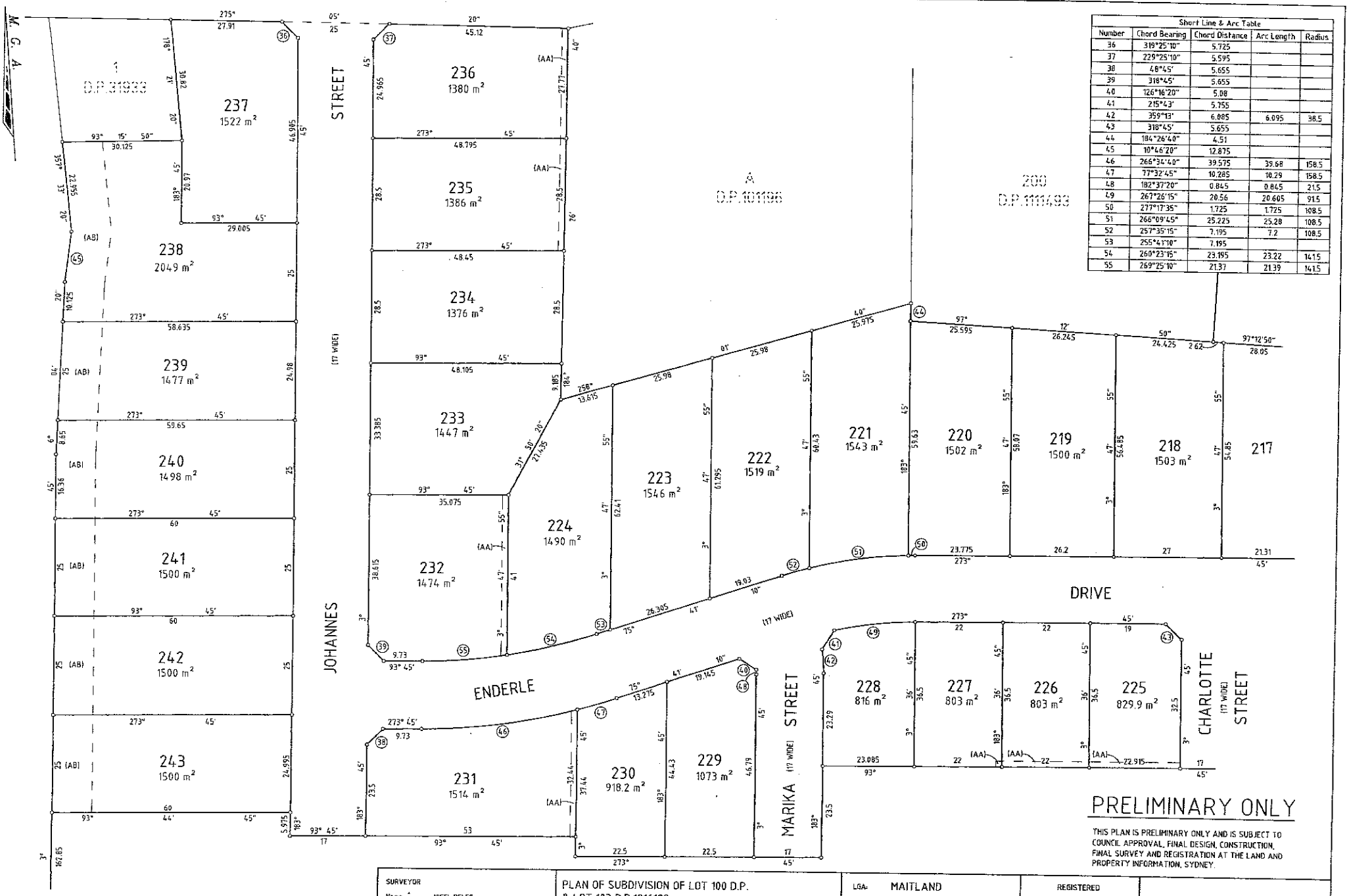
SURVEYOR Name: NIGEL DELFS Date: Reference: 18672	PLAN OF SUBDIVISION OF LOT 100 D.P. & LOT 103 D.P.1216128	LGA: MAITLAND Locality: LOCHINVAR Reduction Ratio 1:600 Lengths are in metres.	REGISTERED	D.P.

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 3 OF 3 SHEETS



Short Line & Arc Table				
Number	Chord Bearing	Chord Distance	Arc Length	Radius
36	319°25'10"	5.725		
37	229°25'10"	5.595		
38	48°45'	5.655		
39	318°45'	5.655		
40	126°16'20"	5.08		
41	215°43'	5.755		
42	359°13'	6.085	6.095	38.5
43	318°45'	5.655		
44	184°26'40"	4.51		
45	10°46'20"	12.875		
46	266°34'40"	39.575	39.68	158.5
47	77°32'45"	10.285	10.29	158.5
48	182°37'20"	0.845	0.845	21.5
49	267°26'15"	20.56	20.605	91.5
50	277°17'35"	1.725	1.725	108.5
51	266°09'45"	25.225	25.28	108.5
52	257°35'15"	7.195	7.2	108.5
53	255°41'10"	7.195		
54	260°23'15"	23.195	23.22	141.5
55	269°25'10"	21.37	21.39	141.5

(AA) EASEMENT TO DRAIN WATER 15 WIDE
(AB) EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

SURVEYOR
Name: NIGEL DELFS
Date:
Reference: 18672

PLAN OF SUBDIVISION OF LOT 100 D.P. & LOT 103 D.P.1216128

LGA: MAITLAND
Locality: LOCHINVAR
Reduction Ratio 1:600
Lengths are in metres.

REGISTERED

D.P.

PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.

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

LENGTHS ARE IN METRES

Plan:

Subdivision of Lot 100 D.P.
& Lot 103 D.P.1216128 covered by
Subdivision Certificate No:

Full name and address of Proprietors of Land:

Thornton Land Company Pty Limited
(A.C.N. 074 352 962)
1 Hartley Drive, Thornton 2322

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 Wide (AA)	235 236 232 231 227 226 225 208 207 205 204 203 202 201	234 235,234 233 200 200 227,200 226,227,200 200 208,200 200 200,205 200,204,205 200,203,204,205 200,202,203,204,205
2	Easement for Asset Protection Zone 10 Wide (AB)	238-243 inclusive	Maitland City Council
3	Restriction on the use of land	All Lots except Lot 200, 244 & 245	Every Other Lot except Lots 200, 244 & 245

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

LENGTHS ARE IN METRES

Plan:

Subdivision of Lot 100 D.P.
& Lot 103 D.P.1216128 covered by
Subdivision Certificate No:

PART 1A (RELEASE)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Electricity & Other Purposes 4 Wide & Variable (vide D.P.)	100 D.P. 103 D.P.1216128	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

PART 2 (TERMS)

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

   The lots burdened shall be managed as an Inner Protection Area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

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

   Dwelling houses

   2.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 180 m^2 exclusive of car accommodation, external landings and patios.

   2.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass or concrete treated with painted texture render.

   2.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.

   2.4 Not more than one main residential dwelling shall be erected on any lot burdened.

   2.5 No existing dwelling house or relocatable type dwelling or existing shed or relocatable type shed shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

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

LENGTHS ARE IN METRES (Sheet 3 of 7 sheets)

Plan: Subdivision of Lot 100 D.P. & Lot 103 D.P.1216128 covered by Subdivision Certificate No:

Fencing of common boundaries

2.6 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same:-

(a) Is erected on the front boundary that exceeds 1200mm in height or is constructed of materials other than hardwood, stone and or brick.

(b) Is erected between the building line, as fixed by the Maitland City Council, and any adjoining public road that exceeds 1,200 mm in height or is constructed of materials other than hardwood, stone and or brick.

(c) Is constructed on a boundary behind the building line as fixed by the Maitland City Council that exceeds 1,800 mm in height or is constructed of materials other hardwood, stone, brick or Colorbond.

2.7 No fence shall be erected on a lot burdened unless it is erected without expense to Thornton Land Company Pty Limited, its successors and permitted assigns other than Purchasers on sale.

Prohibited activities

2.8 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried on any lot burdened.

2.9 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.

2.10 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.

2.11 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.

2.12 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind the dwelling house erected on the lot burdened.

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

LENGTHS ARE IN METRES

Plan:

Subdivision of Lot 100 D.P.
& Lot 103 D.P.1216128 covered by
Subdivision Certificate No:

Acknowledgment of Covenants

2.13 The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.

2.14 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a subdivision, excluding land which is not residential, and shall be enforceable against the proprietor of each and every lot from time to time so burdened.

2.15 The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the full extent permitted by law.

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

The name of the person having the power to release, vary or modify this Restriction as to User is Thornton Land Company Pty Limited and if Thornton Land Company Pty Limited no longer exist or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction

Name of person or Authority empowered to release, vary or modify the easements numbered 1 in the plan;

The registered proprietor of the Lot burdened with the consent of Maitland City Council

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

LENGTHS ARE IN METRES

Plan:

Subdivision of Lot 100 D.P.
& Lot 103 D.P.1216128 covered by
Subdivision Certificate No:

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

Signature of delegate .....

Name of delegate .....

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

Signature of Witness .....

Name of Witness .....

Address of Witness .....

EXECUTED by **Thornton Land Company PTY LIMITED (A.C.N. 118 291 026)** in accordance with Section 127 of the Corporations Act)
)
)
)

Director

Director

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

LENGTHS ARE IN METRES

Plan:

Subdivision of Lot 100 D.P.
& Lot 103 D.P.1216128 covered by
Subdivision Certificate No:

Mortgage under Mortgage No)
Signed at this day)
of 20 for National)
Australia Bank Limited ABN)
by)
its duly appointed Attorney under Power of)
Attorney No. Book)

.....
Signature of Witness/Bank Officer

.....
Signature of Attorney (Level Attorney)

.....
Print name of Witness/Bank Officer

.....
Address of Witness/Bank Officer

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

LENGTHS ARE IN METRES

Plan:

Subdivision of Lot 100 D.P.
& Lot 103 D.P.1216128 covered by
Subdivision Certificate No:

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

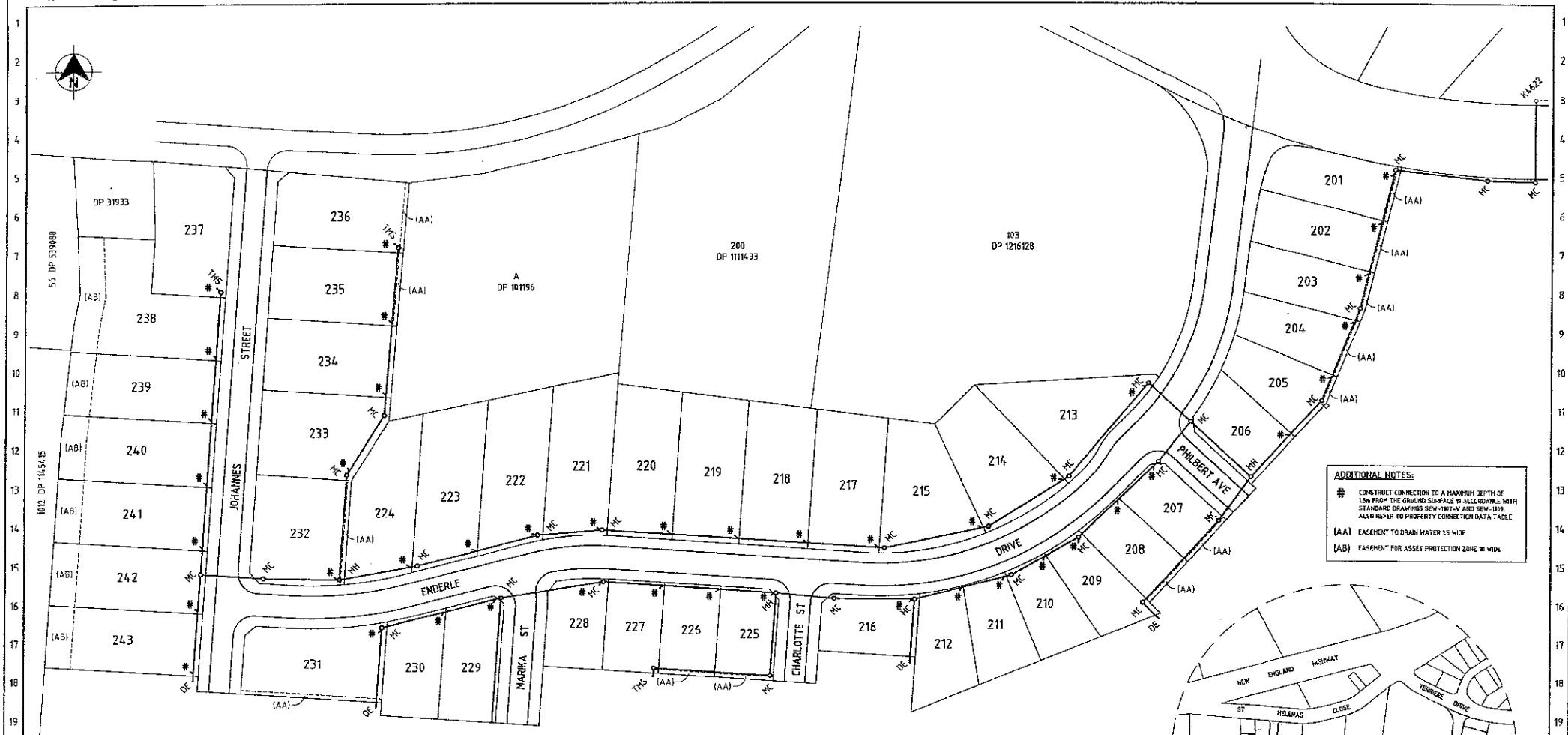
.....
Signature of Witness

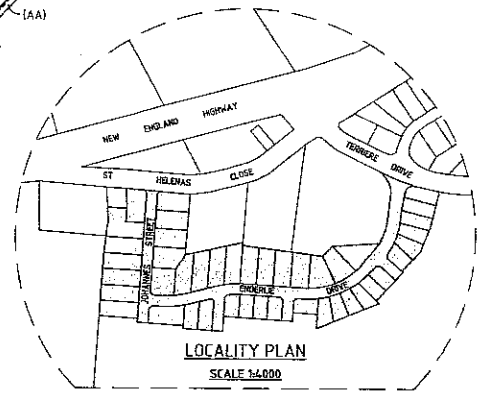
.....
Signature of Agent for Michael Pratt, NSW Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation

.....
Print name of Witness

.....
Name of Agent in full

52 Martin Place, Sydney
NSW 2000





LOCALITY PLAN
SCALE 1:4000

ADDITIONAL NOTES:

CONSTRUCT CONNECTION TO A MAXIMUM DEPTH OF 1.5m FROM THE GROUND SURFACE IN ACCORDANCE WITH STANDARD DRAWINGS SEW-1107-V AND SEW-1109. ALSO REFER TO PROPERTY CONNECTION DATA TABLE.

(AA) EASEMENT TO DRAIN WATER 1.5 WIDE

(AB) EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE

NOTES:

1. THE WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH:
   a. THE DESIGN DRAWINGS
   b. CONSTRUCTION NOTES
   c. WSA 02 HWC EDITION PART 3 (CONSTRUCTION)
   d. WSA 02 HWC EDITION (STANDARD DRAWINGS)
   e. REFERENCE DRAWINGS NOTED IN THE TABLE OF REFERENCE DRAWINGS, INCLUDED IN THIS DRAWING SET.
2. THE CONSTRUCTOR IS TO UNDERTAKE THE FOLLOWING PRIOR TO PROCEEDING:
   a. VERIFY THE POSITIONS AND LEVELS OF ALL EXISTING AND PROPOSED BOUNDARIES, SERVICES, PIPES, CABLES, CONDUITS AND ANCILLARY STRUCTURES.
   b. VERIFY THE CONNECTION LEVELS INTO THE EXISTING SEWERAGE SYSTEM
   c. NOTIFY THE SUPERINTENDENT OF ANY DISCREPENCIES OR CONFLICTS WITH THE DESIGN DRAWINGS FOR FURTHER DIRECTION.
3. ALL PRODUCTS AND MATERIALS ARE TO BE SELECTED FROM THE HUNTER WATER CORPORATION APPROVED PRODUCTS AND MATERIALS REGISTER.
4. LAY PIPES IN ACCORDANCE WITH THE SUPPORT TYPE AS SHOWN ON THE LONGITUDINAL SECTIONS AND SEW-1251-H STANDARD TRENCH DETAILS
5. VERTICAL AND/OR HORIZONTAL DEFLECTION AT MAINTENANCE CHAMBERS SHALL BE ACHIEVED USING A SINGLE VARIABLE BEND IN ACCORDANCE WITH SEW-1315.
6. WHERE BENDS ARE INSTALLED UPSTREAM OR DOWNSTREAM OF MAINTENANCE CHAMBERS, THE NOMINATED COORDINATES ARE THE INTERSECTION POINT OF THE SEWER LINES IN PLAN VIEW (THE I.P. OF THE BEND), AS SHOWN ON SEW-1315.
7. ALL PROPERTY CONNECTIONS ARE TO BE BURIED INTERFACE METHOD IN ACCORDANCE WITH SEW-1115 AND SEW-1107-V WITH:
   a. VERTICAL RISERS PROVIDED (TO SEW-1107-V) WHERE SEWER DEPTH IS GREATER THAN 1.5m.
   b. MARKING TAPE (TO SEW-1107-V) RAISED TO THE SURFACE AT EACH JUNCTION

0 10 20 30 40 50
SCALE 1:750

FITTING TYPES

MH(P1) – PRE-CAST MAINTENANCE HOLE – 1.2m
MH(P2) – PRE-CAST MAINTENANCE HOLE – 1.2m
(REFER TO SEW-1300-V FOR MAINTENANCE HOLES)
MC(1) – MAINTENANCE CHAMBER (STRAIGHT) & LONG RADIUS BEND
MC(2) – MAINTENANCE CHAMBER (90° JUNCTION)
MC(3) – MAINTENANCE CHAMBER (90° BEND)
(REFER TO SEW-1316-V TO SEW-1317-V FOR MAINTENANCE CHAMBER)
TMC(1) – TERMINAL MAINTENANCE CHAMBER
(REFER TO SEW-1350-H FOR TERMINAL MAINTENANCE CHAMBER)

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

No.	REVISION DETAILS	DWN	DATE
0	PRELIMINARY DESIGN	AL	17/10/18

CONSULTANT DETAILS:
DBLS LASCELLES
CONSULTING SURVEYORS

CONSULTANT REFERENCE No.: 18672

HUNTER WATER

DESIGNED: AL	DATE: 17/10/18	COMPANY: DL	
DRAWN: AL	DATE: 17/10/18	COMPANY: DL	
CHECKED: AL	DATE: 17/10/18	COMPANY: DL	
APPROVED: AL	DATE: 17/10/18	COMPANY: DL	

TITLE:
PROPOSED SEWERMAIN
ST HELENAS
STAGE 2

SIZE: A1 | SCALE: 1:750 | INDEX No. | DRAWING No. | SHEET: 1 | REV No.: 0

VERSION 3

Plot Date: 19/10/18 - 14:02 Cad File: S:\Jobs\Jobs 2018\18672 St Helena's (Stage 2)\Drafting\18672 - SEWER DESIGN.dwg

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 attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
   (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;
      (ii) when was the building work completed?
      (iii) please state the builder's name and licence number;
      (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

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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 (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.

ANSWERS TO REQUISITIONS ON TITLE

Vendor: Thornton Land Company Pty Limited ACN 074 352 962
Purchaser: The purchaser named on the front of this contract
Property: The property named on the front of this contract
Date: Date of Exchange of Contract

1. Noted
2. No
3. Not Applicable
4 Not Applicable
5 Not Applicable
6 Noted
7 Noted
8 Not as far as the Vendor is aware
9 Mortgagee by Appointment
10 Not Applicable
11 Vendor relies on the Contract
12 Purchaser should rely on their own enquiries
13 Noted
14 No
15 a) Vendor presumes so b) Not Applicable c) No d) Not Applicable e) Not Applicable
16 Not as far as Vendor is aware.
17 Not Applicable.
18 a) If there are any, presumably the adjoining owners b) Not Applicable c) Not Applicable d) No e) No
19 No
20 No
21 No
22 The Vendor relies on the Contract.
23 Not As far as the Vendor is aware.
24 Not Applicable.
25 Not Applicable
26 Not Applicable
27 Noted
28 Noted but not admitted
29 Noted but not admitted

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 100/1216128

SEARCH DATE	TIME	EDITION NO	DATE
24/9/2018	6:13 PM	3	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 100 IN DEPOSITED PLAN 1216128
AT LOCHINVAR
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1216128

FIRST SCHEDULE

THORNTON LAND COMPANY PTY LIMITED

SECOND SCHEDULE (6 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AD342145 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
3 AI367946 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
4 DP1216128 RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
5 DP1216128 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
* 6 AN473980 CAVEAT BY BLUE OP PARTNER PTY LIMITED, ERIC ALPHA OPERATOR CORPORATION 1 PTY LIMITED, ERIC ALPHA OPERATOR CORPORATION 2 PTY LIMITED, ERIC ALPHA OPERATOR CORPORATION 3 PTY LIMITED & ERIC ALPHA OPERATOR CORPORATION 4 PTY LIMITED

NOTATIONS

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.

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Received: 24/09/2018 18:13:44

LAND REGISTRY SERVICES **Title Search** **InfoTrack**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 101/1216128

SEARCH DATE	TIME	EDITION NO	DATE
24/9/2018	6:13 PM	3	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 101 IN DEPOSITED PLAN 1216128
AT LOCHINVAR
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1216128

FIRST SCHEDULE

THORNTON LAND COMPANY PTY LIMITED

SECOND SCHEDULE (8 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AD342145 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED OF THE PART FORMERLY IN 201/1111493
3 AI367946 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
4 DP1216128 RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 DP1216128 RIGHT OF ACCESS VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP1216128 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP1216128 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
* 8 AN473980 CAVEAT BY BLUE OP PARTNER PTY LIMITED, ERIC ALPHA OPERATOR CORPORATION 1 PTY LIMITED, ERIC ALPHA OPERATOR CORPORATION 2 PTY LIMITED, ERIC ALPHA OPERATOR CORPORATION 3 PTY LIMITED & ERIC ALPHA OPERATOR CORPORATION 4 PTY LIMITED

NOTATIONS

DP1232943 NOTE: PLAN OF PROPOSED EASEMENT

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 102/1216128

SEARCH DATE	TIME	EDITION NO	DATE
24/9/2018	3:36 PM	2	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 102 IN DEPOSITED PLAN 1216128
AT LOCHINVAR
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1216128

FIRST SCHEDULE

THORNTON LAND COMPANY PTY LIMITED

SECOND SCHEDULE (6 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 QUALIFIED TITLE. CAUTION PURSUANT TO SECTION 28J(1) AND 28J(1A) OF THE REAL PROPERTY ACT, 1900. ENTERED 29.3.1995 AS REGARDS THE PART IN BK 3673 NO 713
3 AD342145 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED OF THE PART FORMERLY IN 201/1111493
4 AI367946 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
5 DP1216128 RIGHT OF ACCESS VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP1216128 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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LAND REGISTRY SERVICES **Title Search** **InfoTrack**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 103/1216128

SEARCH DATE	TIME	EDITION NO	DATE
24/9/2018	3:42 PM	2	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 103 IN DEPOSITED PLAN 1216128
AT LOCHINVAR
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1216128

FIRST SCHEDULE

THORNTON LAND COMPANY PTY LIMITED

SECOND SCHEDULE (6 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AD342145 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
3 AI367946 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
4 DP1216128 RIGHT OF ACCESS VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
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NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 24/09/2018 15:42:06

Req:R020638 /Doc:DP 1216128 P /Rev:19-Jan-2016 /Sts:SC.OK /Prt:20-Jan-2(
Ref:13097/Pgs:ALL /Seq:4 of 7

PLAN FORM 6 (2012) WARNING : Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 19.1.2016

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1216128

PLAN OF SUBDIVISION OF LOT 10 D.P.1177217

LGA: MAITLAND

Locality: LOCHINVAR

Parish: GOSFORTH

County: NORTHUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Survey Certificate

I, NIGEL DELFS

of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292

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

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

*(b) The part of the land shown in the plan (~~*being/*~~excluding ^ ..... Part of Lot 102 .....)

was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 17th November 2015, the part not surveyed was compiled in accordance with that Regulation.

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

Signature: ..... Dated: 18/11/15

Surveyor ID: 8232

Datum Line: 'X' - 'Y'

Type: ~~*Urban~~/*Rural

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

* Strike through if inapplicable

^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Subdivision Certificate

I, Leanne Harris

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

Signature: .....

~~Accreditation number~~: .....

Consent Authority: Maitland City Council

Date of endorsement: 4.12.15

Subdivision Certificate number: 072892

File number: DA 07-2892

*Strike through if inapplicable

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

Plans used in the preparation of survey/compilation

D.P.1177217
D.P.1111493
D.P.1132799

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 13097

Req:R020638 /Doc:DP 1216128 P /Rev:19-Jan-2016 /Sts:SC.OK /Prt:20-Jan-2(
Ref:13097/Pgs:ALL /Seq:5 of 7

PLAN FORM 6A (2012) WARNING : Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered 19.1.2016

Office Use Only

DP1216128

PLAN OF SUBDIVISION OF LOT 10 D.P.1177217

Subdivision Certificate number : 072892

Date of Endorsement : 4.12.15

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

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

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

1. RIGHT OF ACCESS VARIABLE WIDTH (A) (AFFECTS WHOLE OF LOT 100)
2. EASEMENT FOR SERVICES VARIABLE WIDTH (B) (AFFECTS WHOLE OF LOT 100)

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
100	N/A			LOCHINVAR
101	N/A			LOCHINVAR
102	N/A			LOCHINVAR
103	N/A			LOCHINVAR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13097

PLAN FORM 6A (2012) WARNING : Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)

Office Use Only

Registered 19.1.2016

Office Use Only

DP1216128

PLAN OF SUBDIVISION OF LOT 10 D.P.1177217

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

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

Subdivision Certificate number : 072892

Date of Endorsement : 4.12.15

EXECUTED by THORNTON LAND)
COMPANY PTY LIMITED)
(A.C.N. 074 352 962))
in accordance with Section 127 of)
the Corporations Act)

Name: HILTON ROSS CARLSON

Position: DIRECTOR

Name: GRAHAM ROBERT BURNS

Position: DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13097

PLAN FORM 6A (2012) WARNING : Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Registered 19.1.2016

Office Use Only

DP1216128

PLAN OF SUBDIVISION OF LOT 10 D.P.1177217

Subdivision Certificate number : 072892

Date of Endorsement : 4.12.15

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

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

AD 342175

Mortgage under Mortgage No AI 367946
Signed at Sydney this 11th day)
of December 2015 for National)
Australia Bank Limited ABN 12 004 044 937)
by Helen Dod, Partner)
its duly appointed Attorney under Power of)
Attorney No. 54 Book 4579

Signature of Witness/~~Bank Officer~~

David Hadley Morgan

Print name of Witness/~~Bank Officer~~

77 CASLEREAGH ST. SYDNEY

Address of Witness/~~Bank Officer~~

Signature of Attorney (~~bank officer~~ ~~Attorney~~)

If space is insufficient use additional annexure sheet

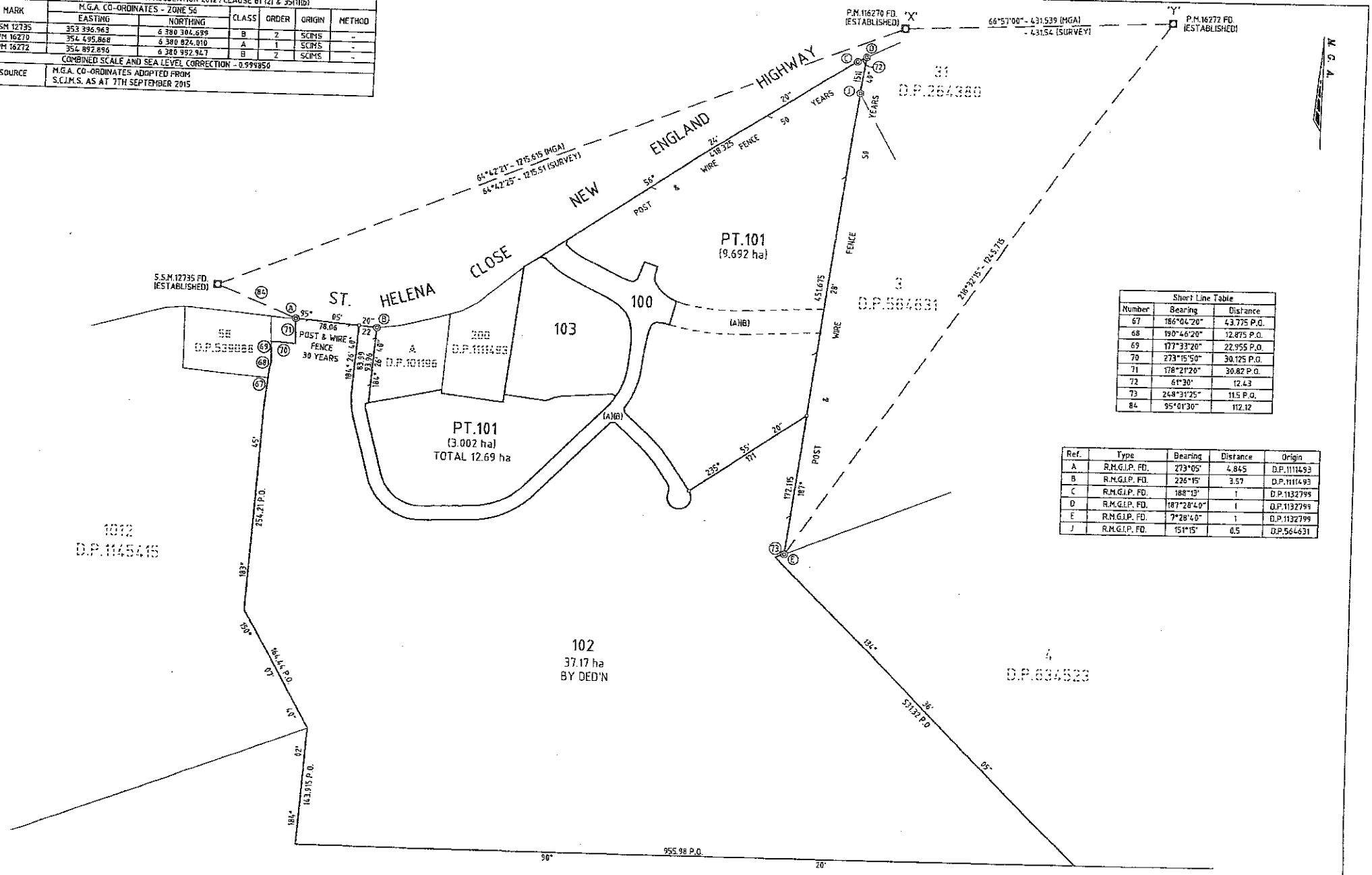
Surveyor's Reference: 13097

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

SHEET 1 OF 3 SHEETS

SURVEYING & SPATIAL INFORMATION REGULATION 2012 : CLAUSE 61 (2) & 35(1)(b)						
MARK	M.G.A. CO-ORDINATES - ZONE 56		CLASS	ORDER	ORIGIN	METHOD
	EASTING	NORTHING				
SSM 12735	353 396.963	6 380 304.699	B	2	SCIMS	-
PM 16270	354 495.868	6 380 824.010	A	1	SCIMS	-
PM 16272	354 892.896	6 380 992.947	B	2	SCIMS	-
COMBINED SCALE AND SEA LEVEL CORRECTION - 0.999850						
SOURCE	M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 7TH SEPTEMBER 2015					



Short Line Table		
Number	Bearing	Distance
67	186°04'20"	43.775 P.O.
68	190°46'20"	12.875 P.O.
69	177°33'20"	22.955 P.O.
70	273°15'50"	30.125 P.O.
71	178°21'20"	30.82 P.O.
72	61°30'	12.43
73	248°31'25"	11.5 P.O.
84	95°01'30"	112.12

Ref.	Type	Bearing	Distance	Origin
A	R.M.G.I.P. FD.	273°05'	4.845	D.P.1111493
B	R.M.G.I.P. FD.	226°15'	3.57	D.P.1111493
C	R.M.G.I.P. FD.	188°13'	1	D.P.1132799
D	R.M.G.I.P. FD.	187°28'40"	1	D.P.1132799
E	R.M.G.I.P. FD.	7°28'40"	1	D.P.1132799
J	R.M.G.I.P. FD.	151°15'	0.5	D.P.564631

(A) RIGHT OF ACCESS VARIABLE WIDTH (AFFECTS WHOLE OF LOT 100)
(B) EASEMENT FOR SERVICES VARIABLE WIDTH (AFFECTS WHOLE OF LOT 100)

Surveyor: NIGEL DELFS Date of Survey: 17TH NOVEMBER 2015 Surveyor's Reference: 13097	PLAN OF SUBDIVISION OF LOT 10 D.P.1177217	LGA: MAITLAND Locality: LOCHINVAR Subdivision No: 072892 Lengths are in metres. Reduction Ratio 1:3000	Registered 19.1.2016	DP1216128

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Req:R020638 /Doc:DP 1216128 P /Rev:19-Jan-2016 /Sts:SC.OK /Prt:20-Jan-2016 08:48 /Pgs:ALL /Seq:1 of 7
Ref:13097 /Src:T

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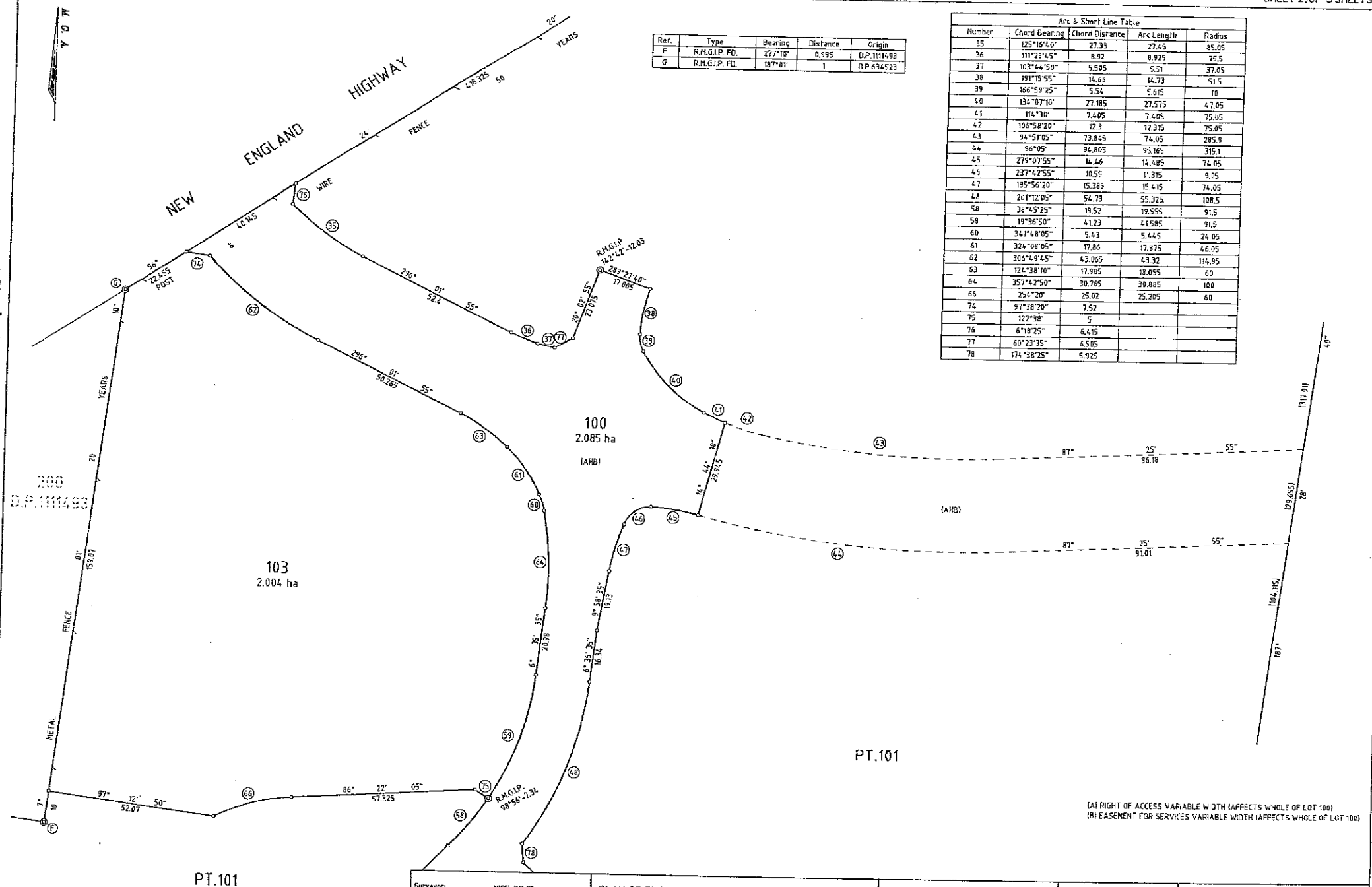
ePlan:

SHEET 2 OF 3 SHEETS



Ref.	Type	Bearing	Distance	Origin
F	R.M.G.I.P. FD.	277°10'	0.995	D.P.1111493
G	R.M.G.I.P. FD.	187°01'	1	D.P.634523

Arc & Short Line Table

Number	Chord Bearing	Chord Distance	Arc Length	Radius
35	125°16'40"	27.33	27.45	85.05
36	111°23'45"	8.92	8.925	75.5
37	103°44'50"	5.505	5.51	37.05
38	191°15'55"	14.68	14.73	51.5
39	166°59'25"	5.54	5.615	10
40	134°07'10"	27.185	27.575	47.05
41	114°30'	7.405	7.405	75.05
42	106°58'20"	12.3	12.315	75.05
43	94°51'05"	73.845	74.05	285.9
44	96°05'	94.805	95.165	315.1
45	279°07'55"	14.46	14.485	74.05
46	237°42'55"	10.59	11.315	9.05
47	195°56'20"	15.385	15.415	74.05
48	201°12'05"	54.73	55.325	108.5
58	38°45'25"	19.52	19.555	91.5
59	19°36'50"	41.23	41.585	91.5
60	341°48'05"	5.43	5.445	24.05
61	324°08'05"	17.86	17.975	46.05
62	306°49'45"	43.065	43.32	114.95
63	124°38'10"	17.985	18.055	60
64	357°42'50"	30.765	30.885	100
66	254°20'	25.02	25.205	60
74	97°38'20"	7.52		
75	122°38'	5		
76	6°18'25"	6.415		
77	60°23'35"	6.505		
78	174°38'25"	5.925		

Surveyor: NIGEL DELFS Date of Survey: 17TH NOVEMBER 2015 Surveyor's Reference: 13097	PLAN OF SUBDIVISION OF LOT 10 D.P.1177217	LGA: MAITLAND Locality: LOCHINVAR Subdivision No: 072892 Lengths are in metres. Reduction Ratio 1:750	Registered 19.1.2016	DP1216128

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Req:R020638 /Doc:DP 1216128 P /Rev:19-Jan-2016 /Sts:SC.OK /Prt:20-Jan-2016 08:48 /Pgs:ALL /Seq:2 of 7
Ref:13097 /Src:T

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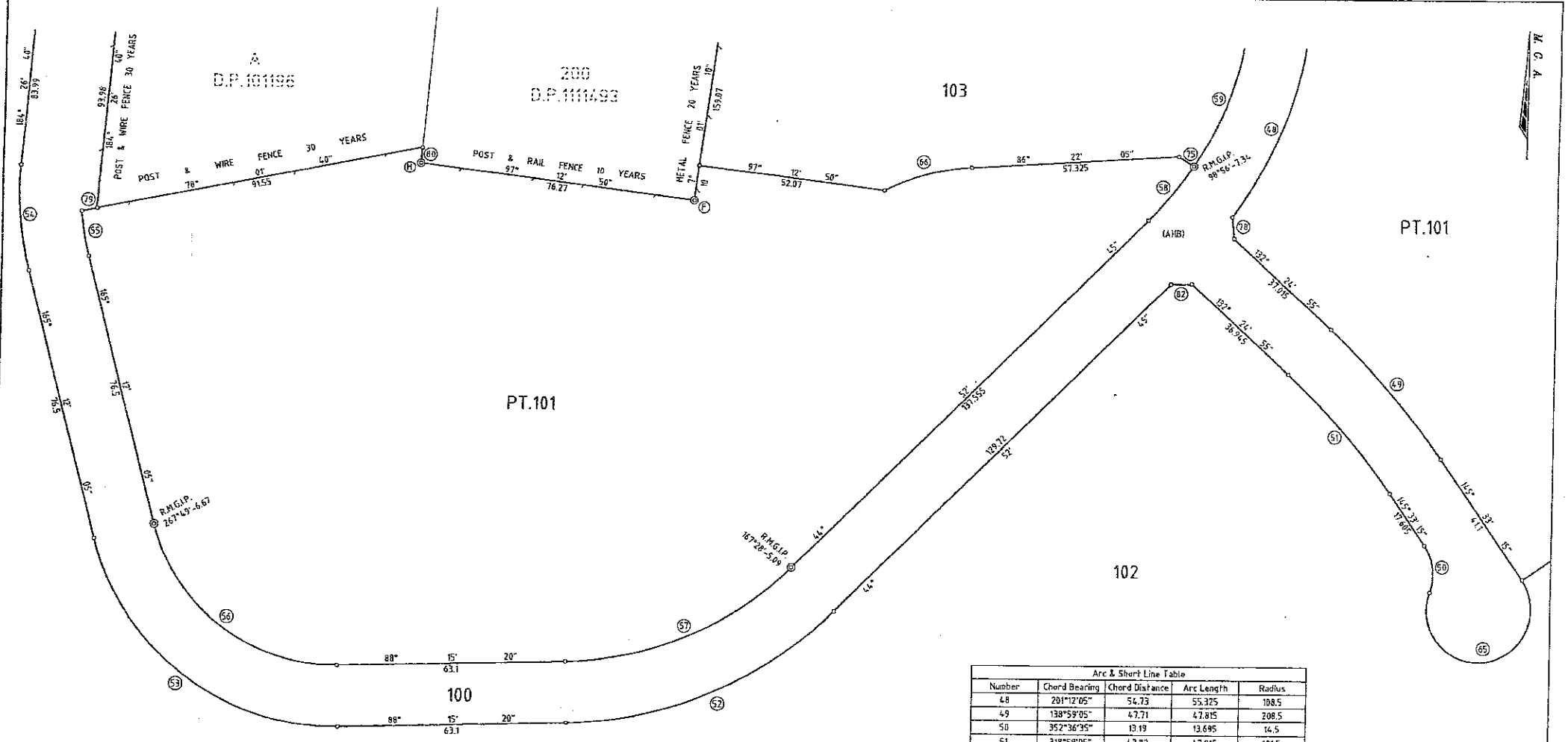
ePlan



Ref.	Type	Bearing	Distance	Origin
F	R.M.G.I.P. FD.	277°10'	0.995	D.P.1111493
H	R.M.G.I.P. FD.	37°03'	0.985	D.P.1111493

Arc & Short Line Table				
Number	Chord Bearing	Chord Distance	Arc Length	Radius
48	201°12'05"	54.73	55.325	108.5
49	138°59'05"	42.71	42.815	208.5
50	352°36'35"	13.19	13.695	14.5
51	318°59'05"	43.82	43.915	191.5
52	246°34'05"	80.195	82.14	108.5
53	306°43'45"	85.235	91.995	68.5
54	354°49'25"	29.585	29.725	88.5
55	170°13'40"	12.53	12.545	71.5
56	126°43'45"	64.08	69.16	51.5
57	66°34'05"	67.63	69.27	91.5
58	38°45'25"	19.52	19.555	91.5
59	19°36'50"	41.23	41.585	91.5
65	82°36'35"	25.825	59.245	14.5
66	254°20'	25.02	25.205	60
75	122°38'	5		
78	174°38'25"	5.925		
79	78°01'40"	4.255		
80	184°26'40"	4.51		
82	268°38'50"	5.775		

(A) RIGHT OF ACCESS VARIABLE WIDTH (AFFECTS WHOLE OF LOT 100)
(B) EASEMENT FOR SERVICES VARIABLE WIDTH (AFFECTS WHOLE OF LOT 100)

Surveyor:	NIGEL DELFS
Date of Survey:	17TH NOVEMBER 2015
Surveyor's Reference:	13097

PLAN OF SUBDIVISION OF LOT 10 D.P.1177217

LGA:	MAITLAND
Locality:	LOCHINVAR
Subdivision No:	072892

Lengths are in metres. Reduction Ratio 1:750

Registered 19.1.2016

DP1216128

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Req:R020638 /Doc:DP 1216128 P /Rev:19-Jan-2016 /Sts:SC.OK /Prt:20-Jan-2016 08:48 /Pgs:ALL /Seq:3 of 7
Ref:13097 /Src:T

ePlan

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

LENGTHS ARE IN METRES

(Sheet 1 of 3 Sheets)

Plan: DP1216128

Subdivision of Lot 10 D.P.1177217 covered by Subdivision Certificate No: 072892 Dated 4th December 2015

Full name and address of Proprietors of Land:

Thornton Land Company Pty Limited (A.C.N. 074 352 962)
1 Hartley Drive, Thornton 2322

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Access Variable Width	Whole of Lot 100 101	101,102,103 & Maitland City Council Maitland City Council
2	Easement for Services Variable Width	Whole of Lot 100 101	101,102,103 & Maitland City Council Maitland City Council

PART 2

Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 1 & 2 in the plan

The Proprietors of the lots Benefited with the concurrence of Maitland City Council.

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

LENGTHS ARE IN METRES

(Sheet 2 of 3 Sheets)

Plan: DP1216128

Subdivision of Lot 10 D.P.1177217 covered by Subdivision Certificate No: 072892.
Dated 4th December 2015

EXECUTED by **THORNTON LAND COMPANY PTY LIMITED** **(A.C.N. 074 352 962)** in accordance with Section 127 of the Corporations Act)

Name: HILTON ROSS CRUIKSHON
Position: DIRECTOR

Name: GRAHAM ROBERT BURNS
Position: DIRECTOR

COORDINATOR DEVELOPMENT ASSESSMENT

MAITLAND CITY COUNCIL

ePlan

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

LENGTHS ARE IN METRES

(Sheet 3 of 3 Sheets)

Plan: DP1216128

Subdivision of Lot 10 D.P.1177217 covered by Subdivision Certificate No: 072892 Dated 4th December 2015

Mortgage under Mortgage No AD 342145 AI 367946
Signed at Sydney this 11th day of December 2015 for National Australia Bank Limited ABN 12 004 044 937 by Helen and Partner its duly appointed Attorney under Power of Attorney No. 54 Book 4579

.....
~~Level~~ Attorney

.....
Signature of Witness/~~Bank Officer~~

David Hadley Morgan

REGISTERED 19.1.2016

25 JUL 1986 15 50 BK3073 NO713

Deed

NEW SOUTH WALES
DEPARTMENT OF FINANCE
STAMP DUTY
$10-00
CHIEF COMMISSIONER

DEED of conveyance made this 18th day of June , 1986

BETWEEN JOHN ENDERLE AND HEDWIG ENDERLE both of "St. Helena", New England Highway, Lochinvar, Restaurateurs (hereinafter called "the Executors") of the first part

AND THE NATIONAL AUSTRALIA BANK LIMITED of Cnr. Hunter and Bolton Streets, Newcastle (hereinafter called "the Bank") of the second part

AND the said JOHN ENDERLE and HEDWIG ENDERLE and MARIA CHARLOTTE ENDERLE and IRMA ELIZABETH DOMINIKA ENDERLE also of Lochinvar, restaurateurs (all hereinafter called "the Beneficiaries") of the third part.

WHEREAS:

A. By Deed of Mortgage dated 30th day of November , 1978 (hereinafter called "the mortgage") and made between Irma Enderle late of Lochinvar restaurateur (hereinafter called "the deceased") of the one part and the Bank of the other part which mortgage is registered under No.861 Book 3347 , the deceased conveyed her property at St. Helena Close, New England Highway, Lochinvar, more particularly described in the Schedule hereto, (which property is herein referred to as "the property") to the Bank by way of mortgage to secure the repayment to the Bank of all its advances to the deceased under all and every accommodation with interest on all such advances outstanding;

JE
HE
MCE
IEDE

B. The deceased on 27 August, 1979 duly made and executed her last will and testament wherein she appointed the Executors the executors of her will.

C. On 30 December, 1985, The deceased died without having altered or revoked her said will.

D. On 15 April, 1986, Probate of the said will was granted to the Executors by the Supreme Court of New South Wales No. 9970.

SHEET MUST NOT BE FOLDED OR CREASED

I 5
C
R HB

E. By her will the deceased gave her estate including the property to the Beneficiaries as tenants in common in equal shares.

F. For the purposes of completing the administration of the estate of the deceased the Executors have agreed with the Beneficiaries to convey the deceased's equity in redemption in the property to the Beneficiaries.

NOW THIS DEED WITNESSES AND IT IS COVENANTED, AGREED AND DECLARED by and between the parties hereto follows:

1. That by virtue of their rights and powers the Executors do hereby convey the equity ~~of~~ in redemption in the property to the Beneficiaries as tenants in common in equal shares.

JE
HE
MGE
IEDE

2. The Bank concurs in the conveyance of the equity ~~of~~ in redemption.

3. The Beneficiaries covenant with the Bank that the Beneficiaries and each of them and their respective executors, administrators and permitted assigns will jointly and severally pay all principal monies and interest secured by and to become due under the mortgage.

SCHEDULE

ALL THAT parcel of land situated at Lochinvar in the State of New South Wales containing 26 acres more or less known as "St. Helena" and which is bounded on the north by the main northern road to which it has a frontage of 16 chains and more particularly described in Deed bearing date 31st day of October, 1978, registered No. 219 Book 3344.

IN WITNESS WHEREOF the Executors, the Bank and the Beneficiaries have hereto subscribed their names and affixed their seals the day and year first hereinbefore written.

©S&M Law Stationers Pty. Ltd 140 Phillip Street, Sydney. Phone: 221 2688

SIGNED SEALED AND DELIVERED) J. Enderle sgn .....
by JOHN ENDERLE AND HEDWIG ENDERLE)
as executors in the presence of:) H. Enderle sgn .....

J.H. Loughnan sgn
.....
Solicitor
Newcastle

SIGNED FOR AND ON BEHALF OF THE NATIONAL AUSTRALIA BANK LIMITED in the presence of:

) Signed Sealed and Delivered for and on behalf of National Australia) Bank Limited by BARRY THOMAS SHARPE its duly constituted Attorney under) Power of Attorney Registered No. 488 Book 3663 in the presence of
M.J. Brasier sgn
MURRAY JAMES BRASIER
State Securities
George St, Sydney.
Bank Officer

) NATIONAL AUSTRALIA BANK LIMITED by its attorney B.T. Sharpe sgn Assistant Manager Securities Services NSW

SIGNED SEALED AND DELIVERED) J. Enderle sgn .....
by JOHN ENDERLE, HEDWIG ENDERLE,)
MARIA CHARLOTTE ENDERLE AND) H. Enderle sgn .....
IRMA ELIZABETH DOMINIKA ENDERLE)
as Beneficiaries in the presence of:) M.C. Enderle sgn .....

I.E.D. Enderle sgn .....

J.H. Loughnan sgn
.....
Solicitor
Newcastle

REGISTERED IN THE LAND TITLES OFFICE

~~On 22nd day of July, 1986~~ I JULIE-ANN MAREE MORRISON of 25 Bolton Street, Newcastle, Clerk to Sparke Helmore & Withycombe of Newcastle Solicitors, say on oath:-
The writing contained above and on the preceding 2 pages has been compared by me with the original instrument and is a true copy thereof. AND I MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY BELIEVING THIS SAME TO BE TRUE AND VIRTUE OF THE PROVISIONS OF THE OATHS ACT 1900.

~~Sworn at Newcastle:-~~ .....
SUBSCRIBED AND SECURED AT
Before me:- .....
NEWCASTLE THIS 23rd JULY Justice of the Peace
1986

~~Registered in the office of the Registrar General at Sydney, this~~ ~~day of~~
1986, at minutes past o'clock and lodged by
~~and numbered~~ Book

~~Registrar General~~.

SHEET MUST NOT BE FOLDED OR CREASED

Lodged.

H. M. ALLEN & CO.
LAW STATIONERS
1 SYDNEY
DX 437 SYDNEY Tel. 232-3611, 232-3554
75 Q

maitland city council

Certificate No.: PC/2018/1586
Certificate Date: 29/05/2018
Fee Paid: $53.00
Receipt No.: C 2018/29901
Your Reference: 0694

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

APPLICANT:	Infotrack
	ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	St Helena Close LOCHINVAR NSW 2321
PARCEL NUMBER:	88499
LEGAL DESCRIPTION:	Lot 100 DP 1216128

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
- SEPP30 Intensive Agriculture
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP44 Koala Habitat Protection
- SEPP50 Canal Estate Development
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP (State and Regional Development) 2011
- 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
- SEPP (Miscellaneous Consent Provisions) 2007
- SEPP64 Advertising and Signage
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP Vegetation in Non Rural Areas 2017

- SEPP (Educational Establishments and Child Care Facilities) 2017
- SEPP (Rural Lands) 2008

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:

Draft State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016

The draft policy amends the existing SEPP by including new provisions for health services facilities, correctional centres, emergency and police services, public administration buildings, and council services on operational lands. The draft policy coincides with the development of the new State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

Review of State Environmental Planning Policy 44 - Koala Habitat Protection

The proposed amendment to this SEPP will update the controls to better protect koala habitat. The update will bring the SEPP into line with the current planning system and support councils to prepare comprehensive plans of management. The amendments will also improve the application of the SEPP by recognising the extent of tree species important to koalas.

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, E3 Environmental Management, Additional Permitted Use - St Helena Close, Lochinvar

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; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced

apartments; Shop top housing; 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; Sewerage 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.

E3 Environmental Management

a) Purpose/Objective

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values
- To provide for a limited range of development that does not have an adverse effect on those values
- To maintain and improve the connectivity of habitat between remnant areas of native vegetation

b) Permitted with Consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Dwelling houses; Eco-tourist facilities; Environmental facilities; Environmental protection works; Extensive agriculture; Home-based child care; Home businesses; Recreation areas; Roads; Water reticulation systems

c) Permitted without Consent

Home occupations

d) Prohibited

Dairies (pasture-based); Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or

distribution centres; Any other development not specified in item 2 or 3.

Schedule 1 Additional permitted uses - use of certain land at St Helena Close, Lochinvar.

1. This clause applies to Lot 10 DP 1177217 and Lot 200 DP 1111493, being 9 and 15 St Helena Close, Lochinvar.

2. Development for the purpose of a cellar door premises, entertainment facility, function centre, markets, restaurant or cafe, or shop is permitted with consent.

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

For the land zoned E3 Environmental Management Clause 4.2A in the Maitland Local Environmental Plan 2011 applies to the land. This clause fixes a minimum lot size for the erection of a dwelling-house that is identified on the Maitland Local Environmental Plan 2011 Lot Size Map as 40 hectares. For the land zoned R1 General Residential and Additional Permitted Use - St Helena Close, Lochinvar 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 **General Housing Code** may not be carried out on the land as it is:

Land identified under an environmental planning instrument as an ecologically sensitive area.

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

Land identified under an environmental planning instrument as an ecologically sensitive area.

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.

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
- Lochinvar S94 Contribution Plan 2013
- Maitland City Wide Section 94 Contributions Plan 2016

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 mapped as bushfire prone land and as such restrictions may apply to new development on this 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

maitland
city council

Certificate No.: PC/2018/1587
Certificate Date: 29/05/2018
Fee Paid: $53.00
Receipt No.: C 2018/29901
Your Reference: 0694

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

APPLICANT:	Infotrack
	ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	St Helena Close LOCHINVAR NSW 2321
PARCEL NUMBER:	88499
LEGAL DESCRIPTION:	Lot 101 DP 1216128

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
- SEPP30 Intensive Agriculture
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP44 Koala Habitat Protection
- SEPP50 Canal Estate Development
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP (State and Regional Development) 2011
- 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
- SEPP (Miscellaneous Consent Provisions) 2007
- SEPP64 Advertising and Signage
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP Vegetation in Non Rural Areas 2017

- SEPP (Educational Establishments and Child Care Facilities) 2017
- SEPP (Rural Lands) 2008

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:

Draft State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016

The draft policy amends the existing SEPP by including new provisions for health services facilities, correctional centres, emergency and police services, public administration buildings, and council services on operational lands. The draft policy coincides with the development of the new State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

Review of State Environmental Planning Policy 44 - Koala Habitat Protection

The proposed amendment to this SEPP will update the controls to better protect koala habitat. The update will bring the SEPP into line with the current planning system and support councils to prepare comprehensive plans of management. The amendments will also improve the application of the SEPP by recognising the extent of tree species important to koalas.

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, E3 Environmental Management, Additional Permitted Use - St Helena Close, Lochinvar

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; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced

apartments; Shop top housing; 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; Sewerage 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.

E3 Environmental Management

a) Purpose/Objective

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values
- To provide for a limited range of development that does not have an adverse effect on those values
- To maintain and improve the connectivity of habitat between remnant areas of native vegetation

b) Permitted with Consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Dwelling houses; Eco-tourist facilities; Environmental facilities; Environmental protection works; Extensive agriculture; Home-based child care; Home businesses; Recreation areas; Roads; Water reticulation systems

c) Permitted without Consent

Home occupations

d) Prohibited

Dairies (pasture-based); Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or

distribution centres; Any other development not specified in item 2 or 3.

Schedule 1 Additional permitted uses - use of certain land at St Helena Close, Lochinvar.

1. This clause applies to Lot 10 DP 1177217 and Lot 200 DP 1111493, being 9 and 15 St Helena Close, Lochinvar.

2. Development for the purpose of a cellar door premises, entertainment facility, function centre, markets, restaurant or cafe, or shop is permitted with consent.

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

For the land zoned E3 Environmental Management Clause 4.2A in the Maitland Local Environmental Plan 2011 applies to the land. This clause fixes a minimum lot size for the erection of a dwelling-house that is identified on the Maitland Local Environmental Plan 2011 Lot Size Map as 40 hectares. For the land zoned R1 General Residential and Additional Permitted Use - St Helena Close, Lochinvar 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 **General Housing Code** may not be carried out on the land as it is:

Land identified under an environmental planning instrument as an ecologically sensitive area.

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

Land identified under an environmental planning instrument as an ecologically sensitive area.

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.

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
- Lochinvar S94 Contribution Plan 2013
- Maitland City Wide Section 94 Contributions Plan 2016

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 mapped as bushfire prone land and as such restrictions may apply to new development on this 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

maitland
city council

Certificate No.: PC/2018/2919
Certificate Date: 24/09/2018
Fee Paid: $80.00
Receipt No.: 292490
Your Reference: 1599

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

APPLICANT:	Infotrack
	ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	St Helena Close LOCHINVAR NSW 2321
PARCEL NUMBER:	88497
LEGAL DESCRIPTION:	Lot 102 DP 1216128

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
- SEPP30 Intensive Agriculture
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP44 Koala Habitat Protection
- 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
- SEPP (Miscellaneous Consent Provisions) 2007
- SEPP64 Advertising and Signage
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP Vegetation in Non Rural Areas 2017
- SEPP (Educational Establishments and Child Care Facilities) 2017
- SEPP (Rural Lands) 2008

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:

Draft State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016

The draft policy amends the existing SEPP by including new provisions for health services facilities, correctional centres, emergency and police services, public administration buildings, and council services on operational lands. The draft policy coincides with the development of the new State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

Review of State Environmental Planning Policy 44 - Koala Habitat Protection

The proposed amendment to this SEPP will update the controls to better protect koala habitat. The update will bring the SEPP into line with the current planning system and support councils to prepare comprehensive plans of management. The amendments will also improve the application of the SEPP by recognising the extent of tree species important to koalas.

2. Zoning and land use under relevant LEPs

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

Additional Permitted Use - St Helena Close, Lochinvar, E3 Environmental Management, 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; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; 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; Sewerage 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.

E3 Environmental Management

a) Purpose/Objective

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values
- To provide for a limited range of development that does not have an adverse effect on those values
- To maintain and improve the connectivity of habitat between remnant areas of native vegetation

b) Permitted with Consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Dwelling houses; Eco-tourist facilities; Environmental facilities; Environmental protection works; Extensive agriculture; Home-based child care; Home businesses; Recreation areas; Roads; Water reticulation systems

c) Permitted without Consent

Home occupations

d) Prohibited

Dairies (pasture-based); Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Schedule 1 Additional permitted uses - use of certain land at St Helena Close, Lochinvar.

1. This clause applies to Lot 10 DP 1177217 and Lot 200 DP 1111493, being 9 and 15 St Helena Close, Lochinvar.

2. Development for the purpose of a cellar door premises, entertainment facility, function centre, markets, restaurant or cafe, or shop is permitted with consent.

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

For the land zoned E3 Environmental Management Clause 4.2A in the Maitland Local Environmental Plan 2011 applies to the land. This clause fixes a minimum lot size for the erection of a dwelling-house that is identified on the Maitland Local Environmental Plan 2011 Lot Size Map as 40.0 Hectares. For the land zoned R1 General Residential and Additional Permitted Use - St Helena Close, Lochinvar 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 not be carried out on the land as it is:

Land identified under an environmental planning instrument as an ecologically sensitive area.

Complying development under the **Low Rise Medium Density Housing Code and Greenfield Housing Code** may not be carried out on the land as it is:

Land identified under an environmental planning instrument as an ecologically sensitive area.

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

Land identified under an environmental planning instrument as an ecologically sensitive area.

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 and the land is:

Land identified under an environmental planning instrument as an ecologically sensitive area.

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
- Lochinvar S94 Contribution Plan 2013
- 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 mapped as bushfire prone land and as such restrictions may apply to new development on this 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

maitland
city council

Certificate No.: PC/2018/2920
Certificate Date: 24/09/2018
Fee Paid: $80.00
Receipt No.: 292491
Your Reference: 1599

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

APPLICANT:	Infotrack
	ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	St Helena Close LOCHINVAR NSW 2321
PARCEL NUMBER:	88496
LEGAL DESCRIPTION:	Lot 103 DP 1216128

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
- SEPP30 Intensive Agriculture
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP44 Koala Habitat Protection
- 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
- SEPP (Miscellaneous Consent Provisions) 2007
- SEPP64 Advertising and Signage
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP Vegetation in Non Rural Areas 2017
- SEPP (Educational Establishments and Child Care Facilities) 2017

- SEPP (Rural Lands) 2008

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:

Draft State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016

The draft policy amends the existing SEPP by including new provisions for health services facilities, correctional centres, emergency and police services, public administration buildings, and council services on operational lands. The draft policy coincides with the development of the new State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

Review of State Environmental Planning Policy 44 - Koala Habitat Protection

The proposed amendment to this SEPP will update the controls to better protect koala habitat. The update will bring the SEPP into line with the current planning system and support councils to prepare comprehensive plans of management. The amendments will also improve the application of the SEPP by recognising the extent of tree species important to koalas.

2. Zoning and land use under relevant LEPs

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

Additional Permitted Use - St Helena Close, Lochinvar, 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; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; 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; Sewerage 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.

Schedule 1 Additional permitted uses - use of certain land at St Helena Close, Lochinvar.

1. This clause applies to Lot 10 DP 1177217 and Lot 200 DP 1111493, being 9 and 15 St Helena Close, Lochinvar.

2. Development for the purpose of a cellar door premises, entertainment facility, function centre, markets, restaurant or cafe, or shop is permitted with consent.

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

For the land zoned R1 General Residential and Additional Permitted Use - St Helena Close, Lochinvar 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.

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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.

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

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

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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*.

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The land is NOT identified as being bushfire prone land.

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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).

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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.

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a) **Site Compatibility Certificate**

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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.

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1) Land or that is proposed to be subject to a consent ballot

2) There is no subdivision order that applies to the land.

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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

285 - 287 High Street
Maitland NSW 2320
t 02 4934 9700
f 02 4933 3209
info@maitland.nsw.gov.au
maitland.nsw.gov.au
All correspondence should be directed to: General Manager P.O. Box 220 Maitland NSW 2320

Hunter Water Corporation
ABN 46 228 513 446

PO Box 5171
HRMC NSW 2310
36 Honeysuckle Drive
NEWCASTLE NSW 2300
1300 657 657 (T)
(02) 4979 9625 (F)
enquiries@hunterwater.com.au
hunterwater.com.au

15 March 2016

SAI GLOBAL PROPERTY

Dear Sir/Madam

Your Reference:	U 35084922:57866303
Customer No:	N/A
Application No:	226569
Property:	LOT 100 SECTION NULL DP1216128 ST HELENA RD, LOCHINVAR

I refer to your application for a Sewer Diagram under the Hunter Water Board (Corporatisation) Act 1991, Schedule Five, and advice that a sewermain is not available to which the subject property can be connected.

If you have any questions or require any further information, please call 1300 657 657 during business hours.

Yours sincerely

Manager Billing and Collections
Hunter Water Corporation

Hunter Water Corporation
ABN 46 228 513 446

PO Box 5171
HRMC NSW 2310
36 Honeysuckle Drive
NEWCASTLE NSW 2300
1300 657 657 (T)
(02) 4979 9625 (F)
enquiries@hunterwater.com.au
hunterwater.com.au

15 March 2016

SAI GLOBAL PROPERTY

Dear Sir/Madam

Your Reference:	U 35085033:57866439
Customer No:	N/A
Application No:	226570
Property:	LOT 101 SECTION NULL DP1216128 ST HELENA RD, LOCHINVAR

I refer to your application for a Sewer Diagram under the Hunter Water Board (Corporatisation) Act 1991, Schedule Five, and advice that a sewermain is not available to which the subject property can be connected.

If you have any questions or require any further information, please call 1300 657 657 during business hours.

Yours sincerely

Manager Billing and Collections
Hunter Water Corporation

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN - WATER ONLY

Enquiries: 1300 657 657

N
W E
S

APPLICATION NUMBER: *5564829963*

APPLICANT REF: *M 1599*

APPLICANT NAME: *InfoTrack*

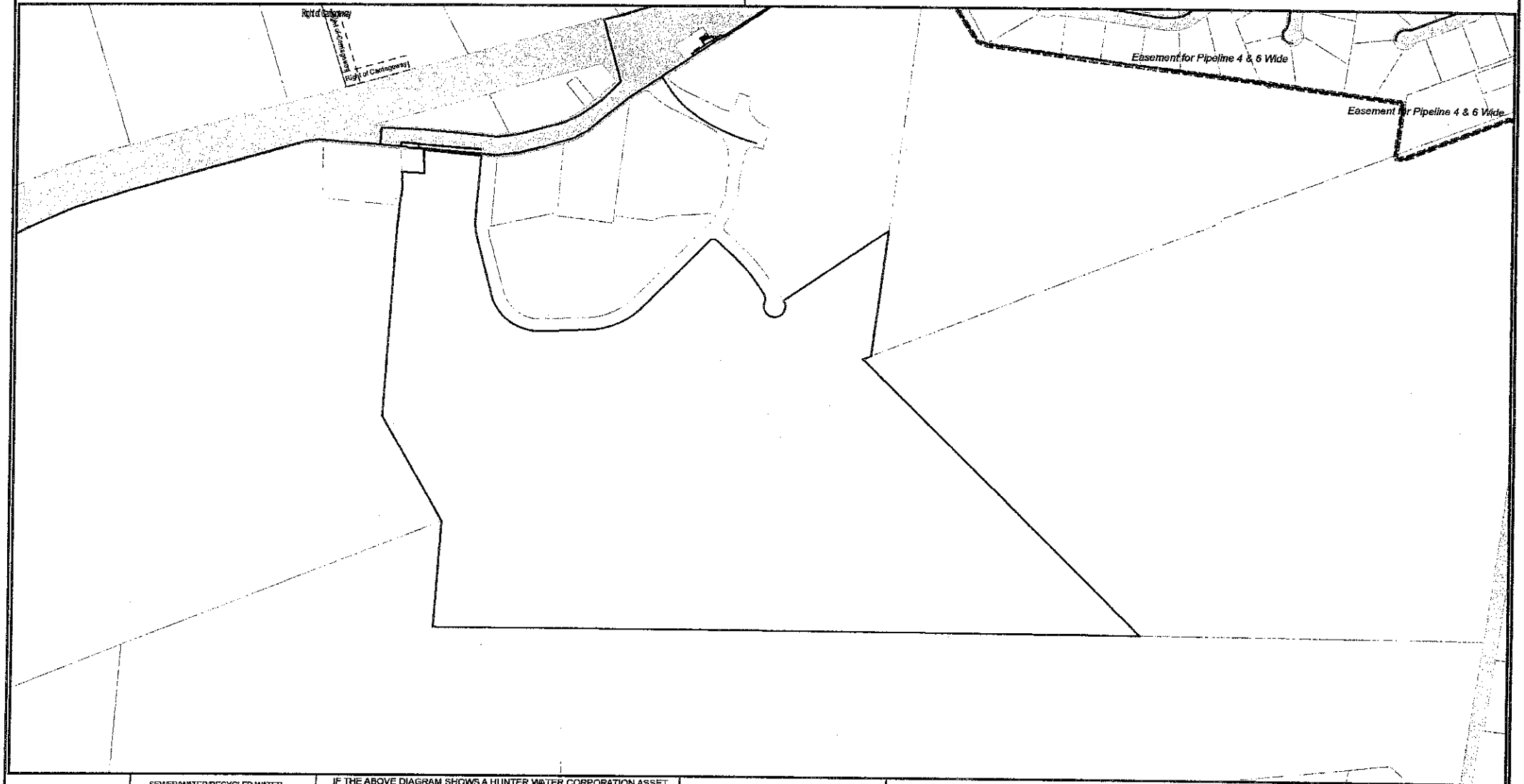
N/A

RATEABLE PREMISE NO.: *4076235994*

N/A/

PROPERTY ADDRESS: *LOT 102 ST HELENA CL LOCHINVAR 2321*

LOT/SECTION/DP:SP: *102/ /DP 1216128*



Date: 24/09/2018

Scale: at A3 1:5,000

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

CADASTRAL DATA © Department Finance, Services & Innovation [Nov 2017]. Modified [24/09/2018]
CONTOUR DATA © AAMHatch © Department of Planning

IF THE ABOVE DIAGRAM SHOWS A HUNTER WATER CORPORATION ASSET LOCATED WITHIN THE PROPERTY, YOUR ATTENTION IS DRAWN TO SECTION 25 OF THE HUNTER WATER ACT 1991 (NSW). ANY DEVELOPMENT LIKELY TO IMPACT THESE ASSETS REQUIRES PRIOR APPROVAL FROM HUNTER WATER CORPORATION AND SPECIAL PROTECTION WORKS MAY BE REQUIRED. PHONE 1300 657 657, FOR MORE INFORMATION.
A SEWERMAIN IS NOT AVAILABLE TO WHICH THE PROPERTY CAN BE CONNECTED

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

IMPORTANT:
IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.
INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN - WATER ONLY

Enquiries: 1300 657 657

APPLICANT'S DETAILS

N
W E
S

InfoTrack

N/A

N/A/

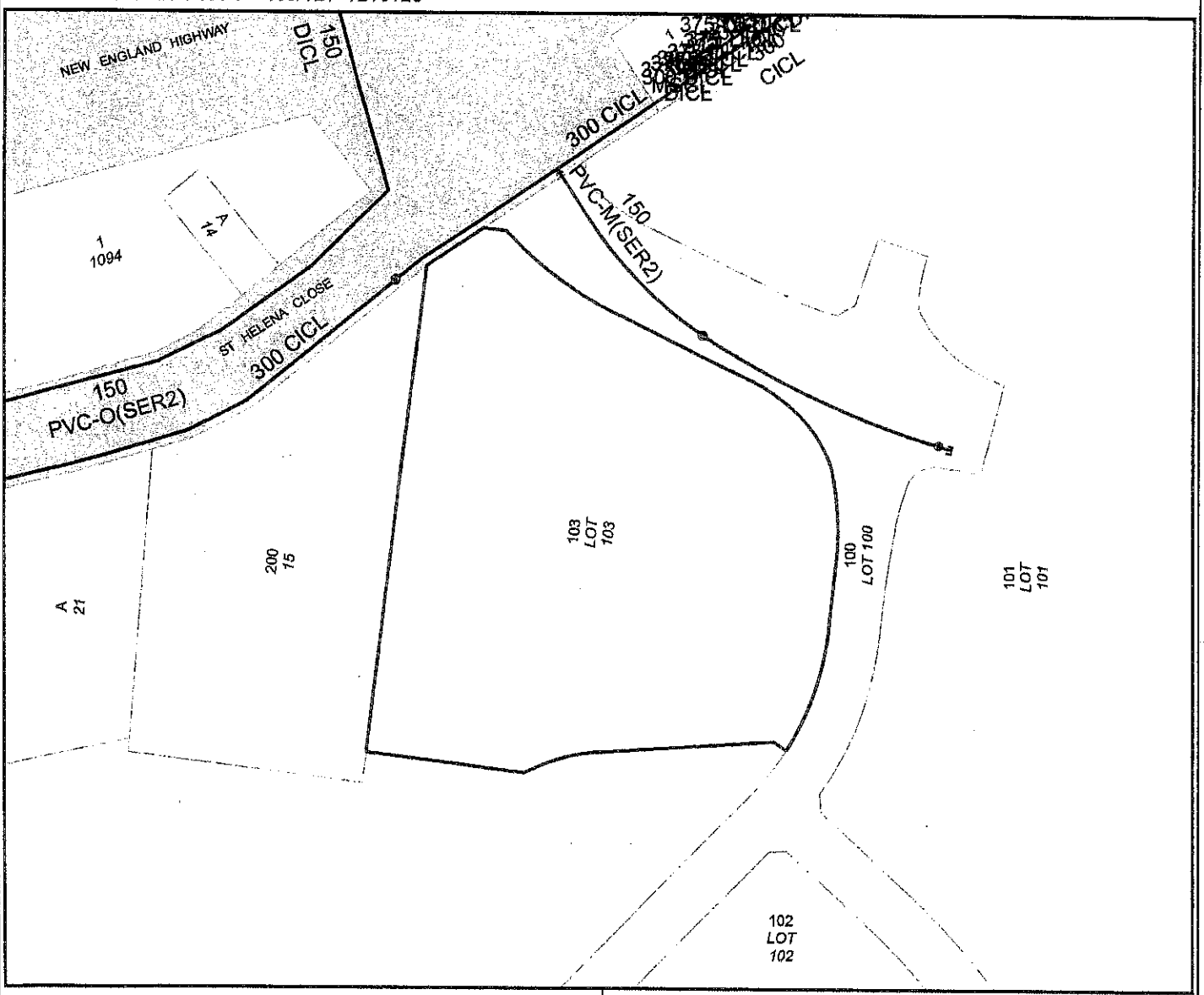
APPLICATION NO.: *4028879723*

APPLICANT REF: *M 1599*

RATEABLE PREMISE NO.: *8986900899*

PROPERTY ADDRESS: *LOT 103 ST HELENA CL LOCHINVAR 2321*

LOT/SECTION/DP:SP: *103/ /DP 1216128*



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

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

Date: 24/09/2018

Scale: at A4 1:2,000

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CONTOUR DATA © AAMHatch
© Department of Planning

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

NSW GOVERNMENT | Office of State Revenue

Enquiry ID	2587193
Agent ID	81429403
Issue Date	22 Dec 2016
Correspondence ID	1645069046
Your reference	0694

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by the Office of State Revenue.

Land ID	Land address	Taxable land value
D1216128/100	9 ST HELENA CL LOCHINVAR 2321	$1

There is **no land tax** charged on the land up to and including the 2017 tax year.

The Land Tax Management Act, 1956 asks for a separate application to be made and the fee paid for each parcel of land which is separately valued under the Valuation of Land Act, 1916 or each separately valued parcel for the purpose of assessing Land Tax. New application is required to be lodged for the separately valued land item(s): D1216128/101

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

OSR Contact Details

For more information and services on land tax
www.osr.nsw.gov.au/taxes/land

1300 139 816*

Phone enquiries
8:30 am - 5:00pm, Mon. - Fri.

* Interstate clients please call (02) 9689 6200.
Help in community languages is available.

Important Information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax owing on a property.

The clearance certificate protects a purchaser from any outstanding land tax liability by a previous owner. It does not provide any protection to the owner of the land.

Why is the certificate clear from land tax?

The certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the tax has been paid
- the Chief Commissioner is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due and the liability had not been detected when the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable or that there is no land tax adjustment to be made on settlement, if the contract for sale allows for it.

Why is the certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

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Details on land tax threshold and rates, as well as the land tax calculator and examples are available at www.osr.nsw.gov.au/taxes/land

NSW GOVERNMENT | Office of State Revenue

Enquiry ID	2587209
Agent ID	81429403
Issue Date	22 Dec 2016
Correspondence ID	1645069384
Your reference	0694

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by the Office of State Revenue.

Land ID	Land address	Taxable land value
D1216128/101	9 ST HELENA CL LOCHINVAR 2321	NOT AVAILABLE

There is **land tax** charged on the land up to and including the 2017 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

OSR Contact Details

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www.osr.nsw.gov.au/taxes/land

1300 139 816*

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NSW GOVERNMENT | Revenue

Enquiry ID	2966192
Agent ID	81429403
Issue Date	24 Sep 2018
Correspondence ID	1678055607
Your reference	1599

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1216128/102	9 ST HELENA CL LOCHINVAR 2321	$1 850 000

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2018 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

Revenue NSW contact details

For more information and services on land tax
www.revenue.nsw.gov.au/taxes/land

1300 139 816*

Phone enquiries
8:30 am - 5:00pm, Mon. - Fri.

* Interstate customers call 1800 061 163
Overseas customers call +61 2 9761 4956
Help in community languages is available.

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property.

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NSW GOVERNMENT | Revenue

Enquiry ID	2966201
Agent ID	81429403
Issue Date	24 Sep 2018
Correspondence ID	1678055961
Your reference	1599

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1216128/103	9 ST HELENA CL LOCHINVAR 2321	$409 500

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2018 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

Revenue NSW contact details

For more information and services on land tax
www.revenue.nsw.gov.au/taxes/land

1300 139 816*

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SPECTRUM ACOUSTICS
NOISE AND VIBRATION CONSULTANTS

4 March 2016

Ref: 07354/6346

Thornton Land Company
PO Box 42
Thornton NSW 2322

RE: ACOUSTIC ASSESSMENT – ST HELENA CLOSE, LOCHINVAR

This letter report presents the results of a noise impact assessment conducted for a proposed residential subdivision at St Helena Close, Lochinvar. The proposal is to develop a 56 lot residential subdivision on land fronting the New England Highway. The assessment has been prepared to address traffic noise impacts in accordance with the Infrastructure SEPP (2007).

AMBIENT NOISE LOGGING

Ambient noise levels were monitored by Spectrum Acoustics at 150 New England Highway from 3-9 February 2016. Data was recorded at 15 minute statistical intervals using an ARL EL-215 environmental noise logger. Since the dominant noise source in the area is road traffic, the NSW Industrial Noise Policy (INP) requires a minimum of three days valid data, which was successfully obtained during the survey. The measurements were conducted in accordance with relevant EPA guidelines and AS 1055-1997 "Acoustics – Description and Measurement of Environmental Noise". The noise logger used complies with the requirements of AS 1259.2-1990 "Acoustics – Sound Level Meters", and has current NATA calibration certification.

The logger was programmed to continuously register environmental noise levels over the 15 minute intervals, with internal software calculating and storing Ln percentile noise levels for each sampling period. Calibration of the logger was performed during the instrument's initialisation procedures, with calibration results being within the allowable ± 0.5 dB(A) range.

The logger was placed on the front verandah of the residence at a distance of approximately 18m from the near edge of the road. This is approximately half the distance from the Highway as the nearest residential facade in the proposed subdivision. **Figure 1** shows the project site and the noise logger location.

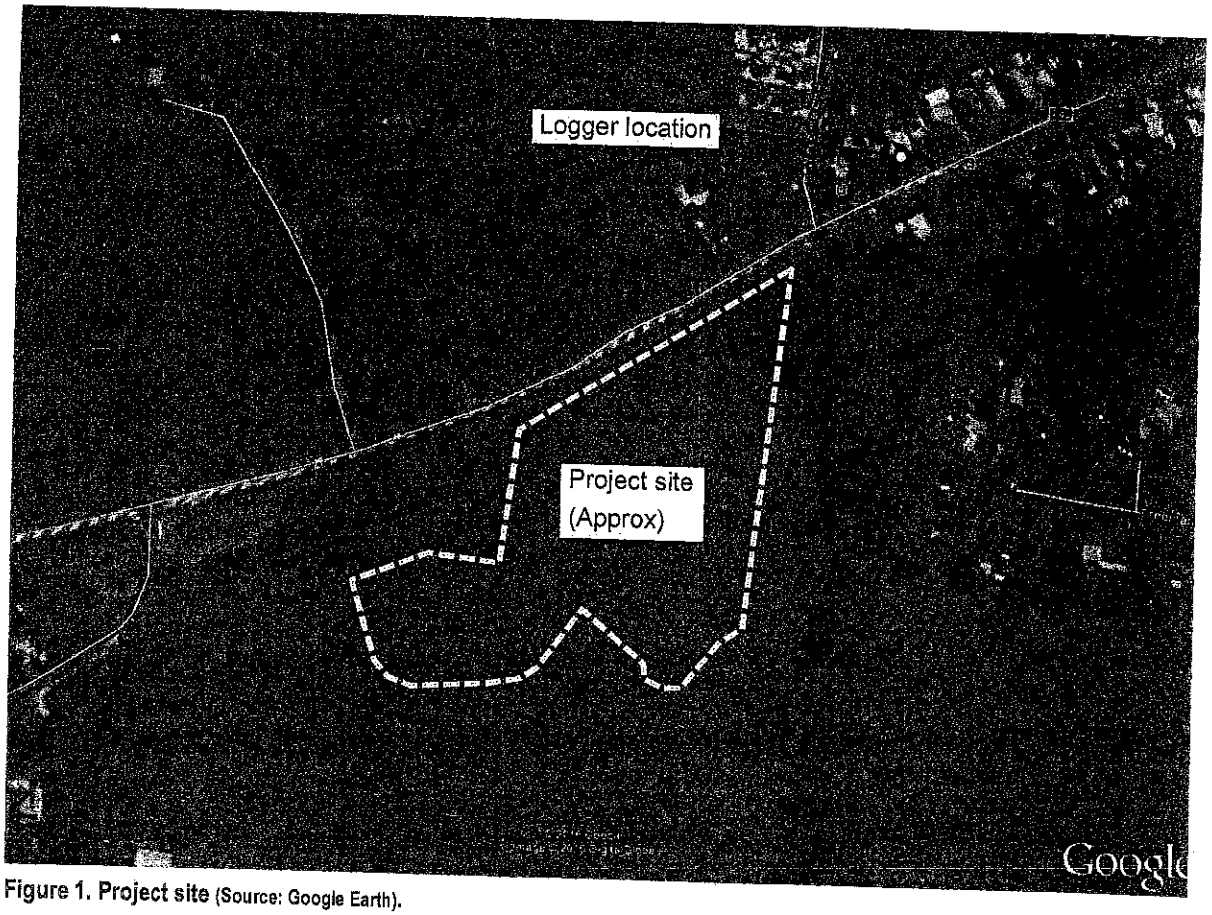


Figure 1. Project site (Source: Google Earth).

Ambient L_{Aeq} and background (L_{A90}) noise levels, obtained from the logger, are summarised below in **Table 1** and shown graphically in **Appendix A**. Table 1 includes the background (L90) levels, the Leq over the full day (11 hour, 7am-6pm), evening (4 hour, 6pm-10pm) and night (9 hour, 10pm-7am) periods as well as the 90th percentile (P90) of the measured $L_{Aeq(15minute)}$ levels. The data is typical of the acoustic environment close to a major road.

TABLE 1
MEASURED AMBIENT NOISE LEVELS 15/2/16 to 19/2/16

Location	Day	Evening	Night
150 New England Highway	45 dB(A) L90	39 dB(A) L90	34 dB(A) L90
	67 dB(A) Leq (period)	61 dB(A) Leq (period)	63 dB(A) Leq (period)
	69 dB(A) Leq (P90)	64 dB(A) Leq (P90)	65 dB(A) Leq (P90)

TRAFFIC NOISE IMPACTS

The NSW Road Noise Policy (RNP, 2012), as adopted by the Roads and Maritime Services (RMS) of NSW, recommends various criteria for different road developments and uses. For new residential developments near roads, the RNP advises that land use developers must meet internal noise goals in the Infrastructure SEPP (Department of Planning NSW, 2007). The SEPP (2007) is supported by the Department of Planning guideline "Development near Rail Corridors and Busy Roads – Interim Guideline" (2008) which gives the following internal noise level criteria in Section 3.5:

In any bedroom in the building: **35 dB(A),L_{eq}** at any time 10pm – 7am, and
Anywhere else in the building (other than a garage, kitchen, bathroom or hallway): **40dB(A),L_{eq}** at any time.

These criteria originated from the Rail Infrastructure Corporation (RIC) publication "Consideration of Rail Noise and Vibration in the Planning Process" (2003) where it is explicit that the criteria apply with windows and doors closed. The criteria correspond with those in AS/NZS 2107, where the noise is considered to be "quasi-continuous" in nature.

Noise criteria for traffic noise impacts on new housing near busy roads have historically been based on the geometric average (LAeq) levels over a 15-hour period (7am – 10pm) for day and 9-hour period (10pm – 7am) for night. To allow for fluctuations in noise levels throughout the day/night periods, the 90th percentile LAeq noise levels of 69dB(A)(day) and 63dB(A)(night) as recorded in Table 1 will be used in this assessment. Allowing for a doubling of distance from the nearest facade of a potential future residence from the road edge (40m) as compared with the distance of the logger from the road edge (20m) and neglecting any geographic shielding, the estimated traffic noise levels at the nearest residential facades in the proposed subdivision are **66dB(A)(day) and 60dB(A)(night)**.

Figure 2 is a reproduction of Figure B2 from the Interim Guideline (2008) showing a typical situation of a dwelling adjacent to a busy road and fully calculated internal noise levels relative to external noise levels using the UK Calculation of Road Traffic Noise (CoRTN) methodology. Acoustic consultants often use this Guideline (and Figure B2 specifically) in recommending architectural modifications to achieve the recommended noise levels.

Figure 2 shows a traffic noise level of 68 dB(A) at windows W1 and W2 directly facing the road. Windows W3 and W4 are on facades perpendicular to the road, thereby being shielded from 50% of the traffic noise by the building structure, and noise levels are 2-3 dB below the traffic noise level at W1 and W2. Window W5 is approximately twice the distance from the road as W4 and experiences an external traffic noise level 4 dB below the level at W4.

Figure 2 also gives the traffic noise loss for three constriction scenarios labelled A, B and C. The following specifications for these construction scenarios are reproduced from the Guideline. The specification for walls includes insulation in the wall cavity, however brick veneer achieves Rw >45 without insulation, which will not reduce the overall noise insulation of the room as a whole, since windows are the acoustically weakest elements. Any recommendations regarding the following construction specifications assume no insulation in facade walls.

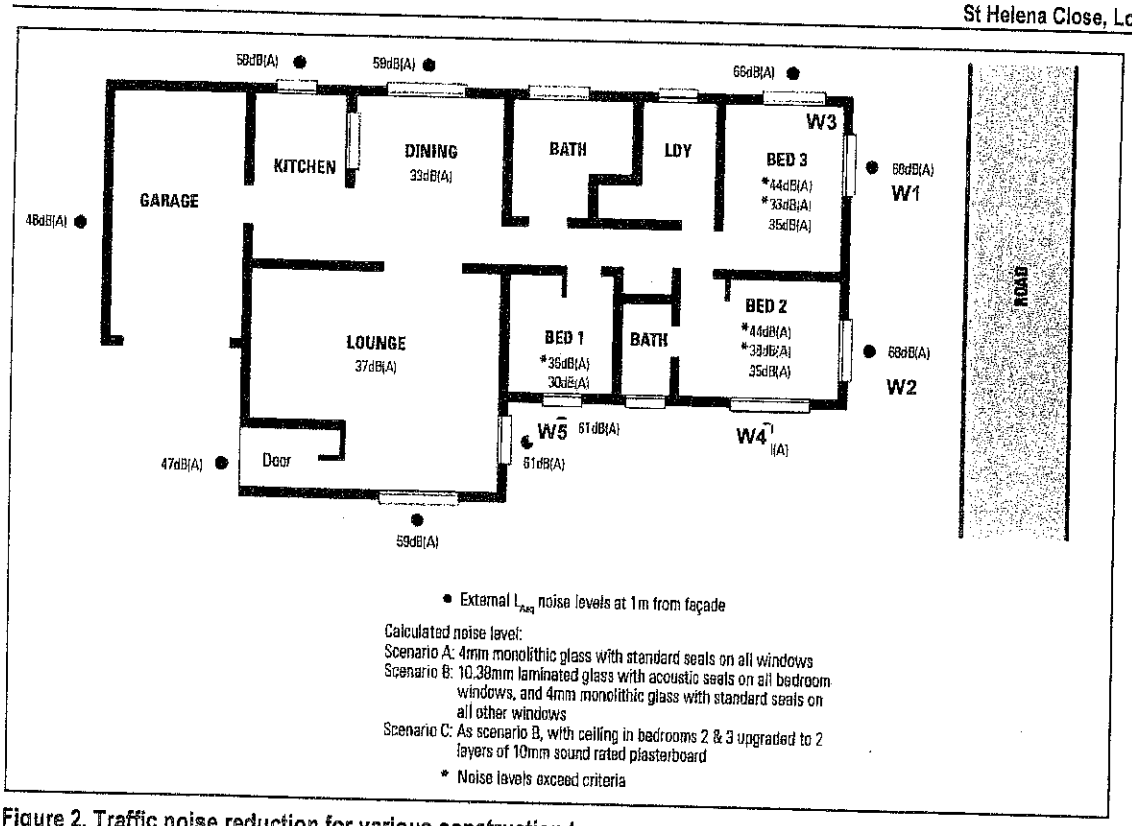


Figure 2. Traffic noise reduction for various construction types.

Specification A

Windows	standard 4mm monolithic glass with standard weather seals on all windows	(Rw 26)
Doors	30mm solid core timber – lounge room aluminium framed glass sliding door – lounge and dining rooms	(Rw 24)
Walls	brick-veneer and standard plasterboard on timber studs with insulation in cavity	(Rw 52)
Roof	tiled roof and standard plasterboard ceiling with insulation	(Rw 43)
Floor	concrete slab	

Note: 'Rw' is the weighted sound reduction index of a building element

Specification B

Windows	10.38mm laminated glass with acoustic seals on all bedroom windows, standard 4mm monolithic glass with standard seals on all other windows	(Rw 35)
Doors	30mm solid core timber – lounge room aluminium framed glass sliding door – lounge and dining rooms	(Rw 24)
Walls	brick-veneer and standard plasterboard on timber studs with insulation in cavity	(Rw 52)
Roof	tiled roof and standard plasterboard ceiling with insulation	(Rw 43)
Floor	concrete slab	

Note: 'Rw' is the weighted sound reduction index of a building element

Specification C

Windows	10.38mm laminated glass with acoustic seals on all bedroom windows, standard 4mm monolithic glass with standard seals on all other windows	(Rw 35)
Doors	30mm solid core timber – lounge room aluminium framed glass sliding door – lounge and dining rooms	(Rw 24)
Walls	brick-veneer and standard plasterboard on timber studs with insulation in cavity	(Rw 52)
Roof	as per Specification B, except the single layer of standard plasterboard ceiling is replaced with a double-layer of 10mm sound-rated plasterboard ceiling	(Rw 52)
Floor	concrete slab	

Note: 'Rw' is the weighted sound reduction index of a building element

Table 2 summarises the traffic noise reduction provided by each construction scenario for the cases in Figure 2 where a room contains either one or two windows.

TABLE 2 Traffic noise reduction in dB (from Figure B2 of the Interim Guideline (2008))		
Construction scenario	**Noise reduction (2 windows)**	**Noise reduction (1 window)**
Scenario A	23	25
Scenario B	29	31
Scenario C	32	34 (estimated)

Between the minimum 23dB reduction for Scenario A and minimum 29dB reduction for Scenario B lies what will be called Scenario A/B in which 23-28 dB traffic noise reduction is required[1]. This will be achieved with the same construction as scenario B except using 6.5mm Vlam Hush (or equivalent) in lieu of the 10.38mm glazing (for which 8.5mm Vlam Hush provides the same acoustic rating). This conservative measure is based on adopting the 23dB noise reduction for 4mm glass, whether there are one or two windows in the room.

Since acoustic performance can vary greatly depending upon framing and seals, glazing suppliers should certify that their windows/doors will achieve the required noise reduction and not simply defer to the minimum glazing thickness recommended in this report. Where upgrades from standard 4mm glazing is recommended, confirmation of acoustic performance should be supplied by the glazing company for the purposes of certification for occupation certificate.

Figure 3 shows the proposed layout of lots 1 – 15. Future dwellings would be be positioned closer to the internal road than to the New England Highway with the rear (northern facade) of dwellings indicated approximately. The traffic noise levels adjusted for distance are shown as (Day/Night) values.

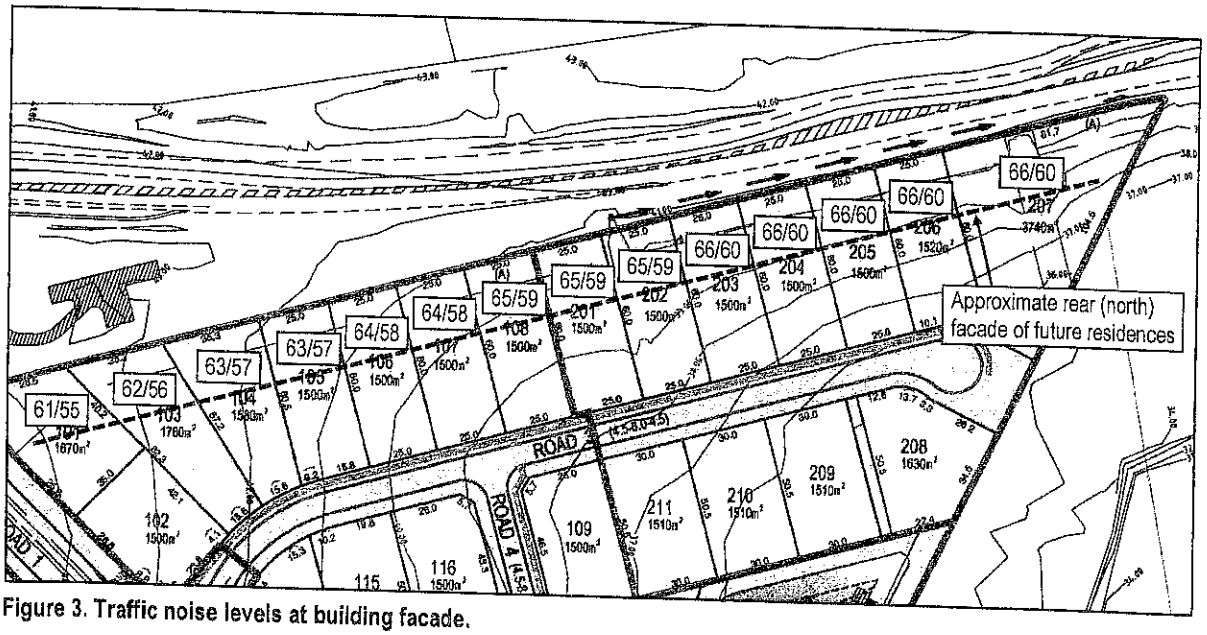


Figure 3. Traffic noise levels at building facade.

[1] The value of 23dB has been included in the Scenario A/B category as a measure of conservatism.

Table 3 summarises the traffic noise levels at potential future facades directly exposed to the traffic, the noise criteria, traffic noise reduction and recommended minimum acoustic treatment.

TABLE 3
Required traffic noise reduction and recommended construction scenarios

Lots	Room (Period)	External traffic noise dB(A)	Required internal dB(A)	Required reduction dB	Construction scenario
101	Living (day)	61	40	21	Scenario A
	Bedroom (night)	55	35	20	Scenario A
103	Living (day)	62	40	22	Scenario A
	Bedroom (night)	56	35	21	Scenario A
104,105	Living (day)	63	40	23	Scenario A/B
	Bedroom (night)	57	35	22	Scenario A
106,107	Living (day)	64	40	24	Scenario A/B
	Bedroom (night)	58	35	23	Scenario A/B
108, 201, 202	Living (day)	65	40	25	Scenario A/B
	Bedroom (night)	59	35	24	Scenario A/B
203-207	Living (day)	66	40	26	Scenario A/B
	Bedroom (night)	60	35	25	Scenario A/B

* Sliding doors will require laminated glazing for safety purposes regardless of acoustic requirement.

The results in Table 3 indicate that glazing upgrade to minimum 6.5mm Vlam Hush (or similar) will be required for windows to various living rooms and bedrooms as indicated by "Scenario A/B".

Section 3.6.1 of the Guideline states: "If internal noise levels with windows or doors open exceed the criteria by more than 10 dBA, the design of the ventilation for these rooms should be such that occupants can leave windows closed, if they so desire, and also meet the ventilation requirements of the Building Code of Australia." This condition applies to all assessed rooms requiring glazing upgrade to meet the internal noise criteria.

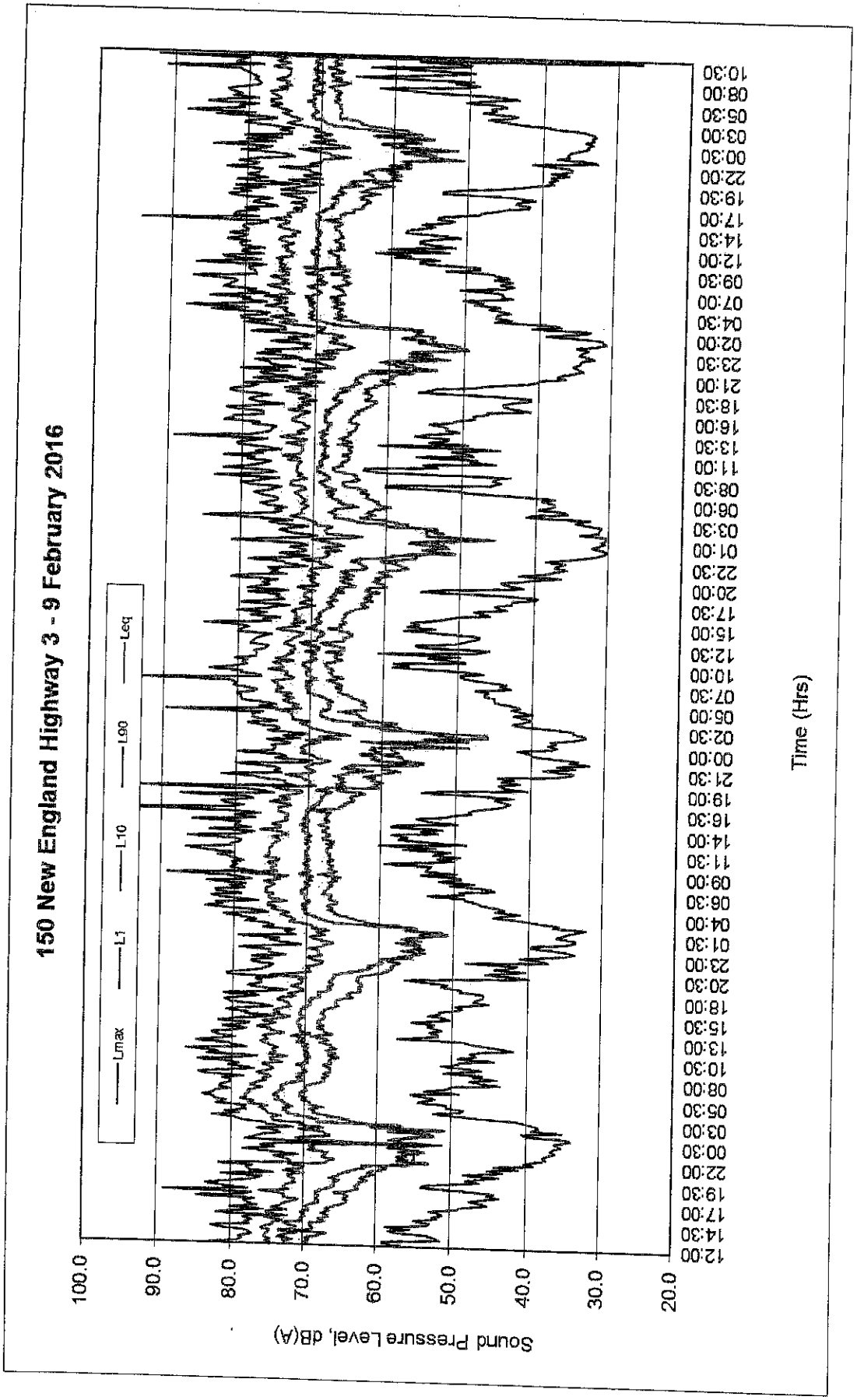
We trust this report fulfils your requirements at this time, however, should you require additional information or assistance please contact the undersigned on 49542276.

SPECTRUM ACOUSTICS PTY LIMITED

Neil Pennington
B.Sc., B.Math. (Hons), MAAS, MASA
Principal/Director

APPENDIX A

NOISE LOGGER DATA CHART


150 New England Highway 3 - 9 February 2016
Lmax
L1
L10
L90
Leq
Sound Pressure Level, dB(A)
100.0
90.0
80.0
70.0
60.0
50.0
40.0
30.0
20.0
Time (Hrs)
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PLANNING PROPOSAL

AMENDMENT TO THE MAITLAND LEP 2011

ST HELENA CLOSE LOCHINVAR

DECEMEBER 2016

St Helena Planning Proposal

Request to amend Maitland LEP 2011

Document Status

Version	Description	Author	Issue Date
V1	Section 55 - Council submission	TG	December 2016

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1. INTRODUCTION

This planning proposal has been prepared in accordance with Section 55 of the Environmental Planning and Assessment Act 1979. It explains the intended effect of, and justification for the proposed amendment to Maitland Local Environmental Plan 2011 (MLEP) to change the Land Zoning Map and the Lot Size Map to reflect changes to the zone and the minimum lot size for land at St Helena Close, Lochinvar

The land is described as Lot 100, 101 and 103 DP 1216128 at St Helena Close Lochinvar. The land is located on the outskirts of Lochinvar approximately eleven (11) kilometres west of the centre of Maitland and adjacent to the St Helena homestead.

The land is currently vacant and adjoins residential land to the east, west and south and rural land to the north.

The subject land is located within the Lochinvar Urban Release Area which identifies the site for future development for urban purposes. The land is currently zoned R1 General Residential and E3 Environmental Conservation land pursuant to Maitland Local Environmental Plan 2011 (as amended). Clause 2.6 of the Maitland LEP allows land to be subdivided with development consent provided that the minimum lot size is 450m².

A development application to subdivide the land is currently under Maitland Council's consideration. The minimum lot size for the proposed lots is 1500m². This planning proposal seeks to amend the Land Zoning Map and the Lot Size Map to rezone the subject land to R5 Large Lot Residential and create a minimum lot size of 1500m² for the subject land by removing the potential of re-subdividing these newly created lots into smaller allotments.

The planning proposal demonstrates that the R5 Large Lot Residential zone and a 1500m² minimum lot size is the most efficient use of the land in this location.

This report is structured to facilitate a logical understanding of the proposal with a review of the relevant planning controls. This Planning Proposal explains the intended effect of, and justification for the proposed amendment to Maitland Local Environmental Plan (MLEP 2011) to amend the Land Zoning Map and the Lot Size Map series to increase the minimum lot size for the subject land. The increase in minimum lot size will not compromise the residential nature of the property or the surrounding uses as the land is currently zoned R1 General Residential.

It is considered that the proposal has significant merit.

2. LOCALITY

The site is located on the southern side of the New England Highway and St. Helena Close. The site and surrounding land has been extensively cleared and contains pasture sufficient to cater for the grazing of small numbers of livestock. The banks of Lochinvar Creek contain a variety of native tree species. Figure 1 is a locality plan for the site and Figure 2 is an aerial photograph of the site.

This proposal adjoins St Helena cottage. St Helena is an historic property which was constructed around 1870. The property includes an historic Georgian style homestead, associated buildings and a number of mature trees.

The site forms part of the Lochinvar Urban Release Area. The land is currently zoned R1 General Residential land. Residential land is located to the east, west and south of the site.

The site has ready access to services, facilities and infrastructure.

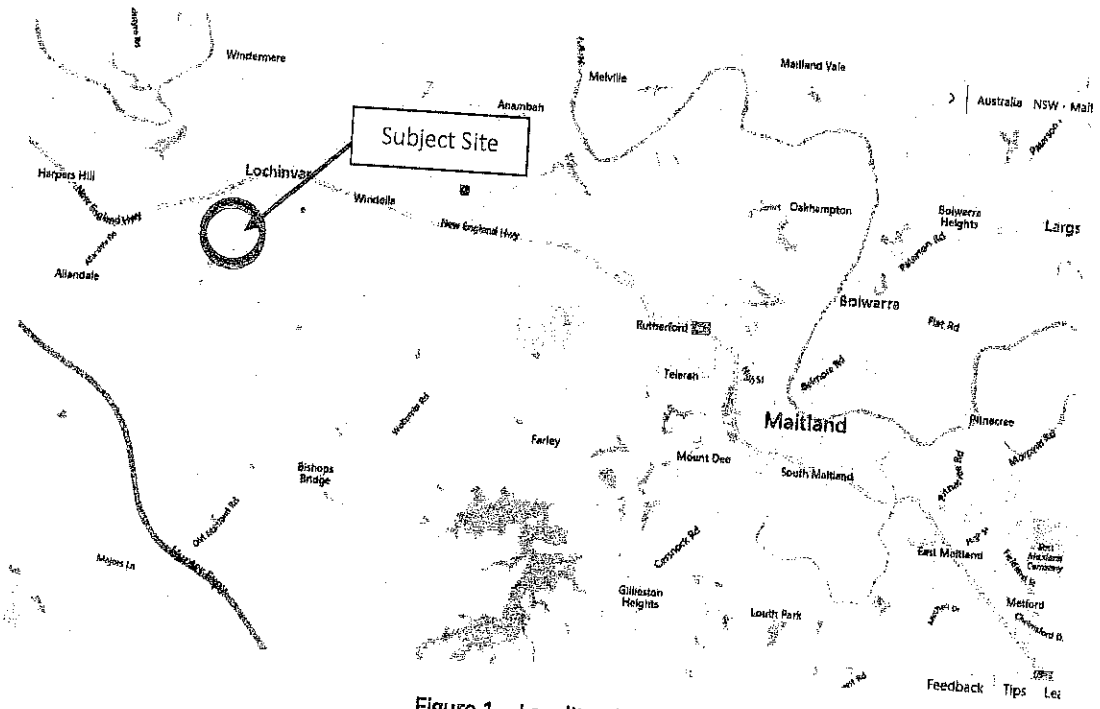

Figure 1 – Locality plan

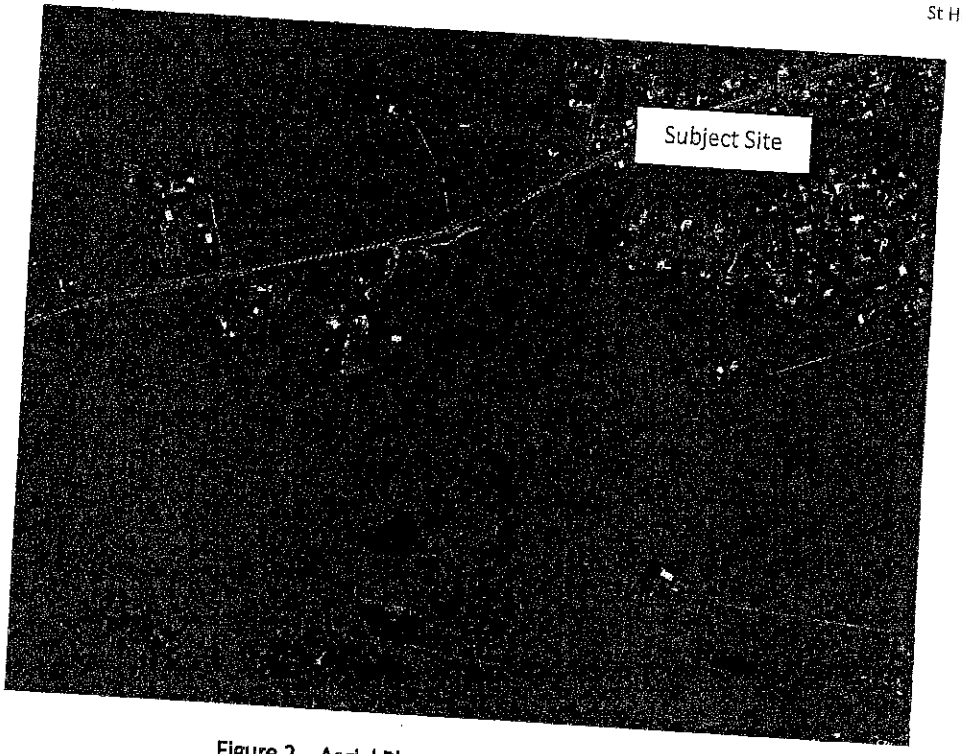

Figure 2 – Aerial Photograph (Source: SIX Maps)

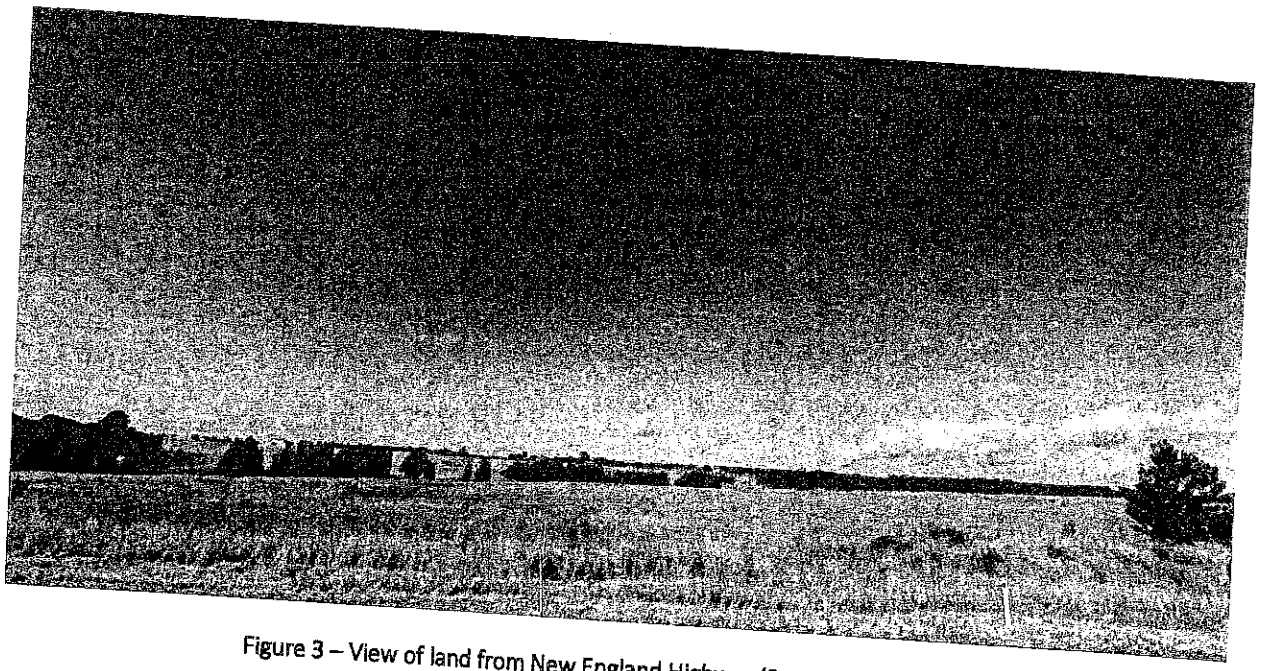

Figure 3 – View of land from New England Highway (Source: Google Maps)

3. BACKGROUND

A number of development applications have been lodged and approved for the St Helena site and a development application to subdivide part of the land (the subject site) is currently under Council's assessment.

The subdivision application currently before Council proposes to subdivide three (3) lots into 56 large lots with a minimum lot size of 1500m². The current zoning of the land, R1 General Residential, allows with Council consent the subdivision of the land to 450m ² sized allotments.

The current Land Zoning Map and Lot Size Map are identified in Figures 4 and 5 below.

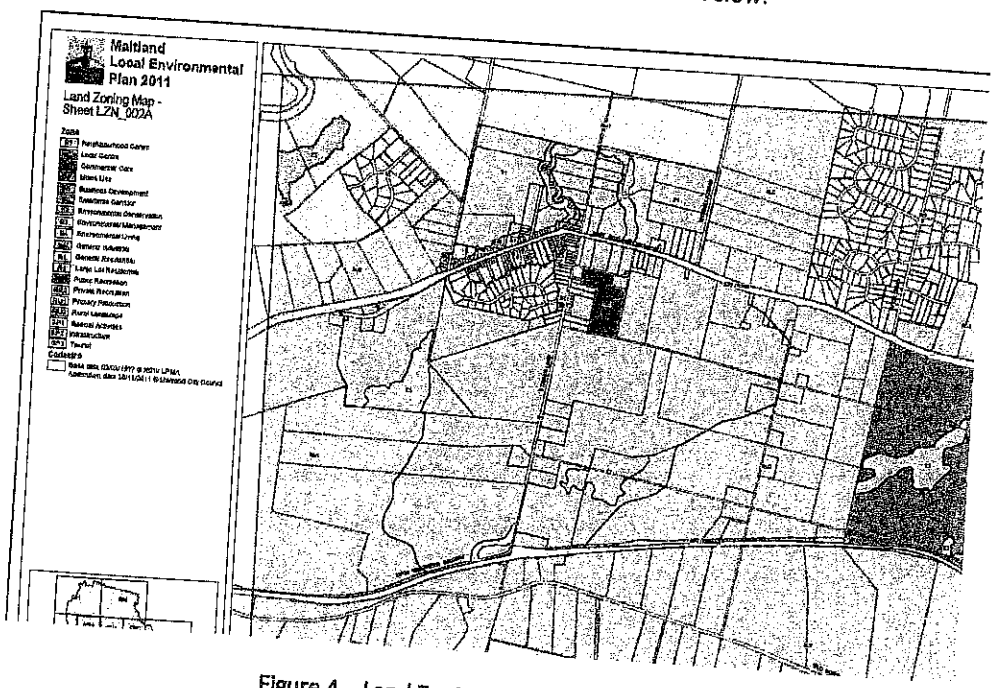

Figure 4 – Land Zoning Map - Maitland LEP 2011

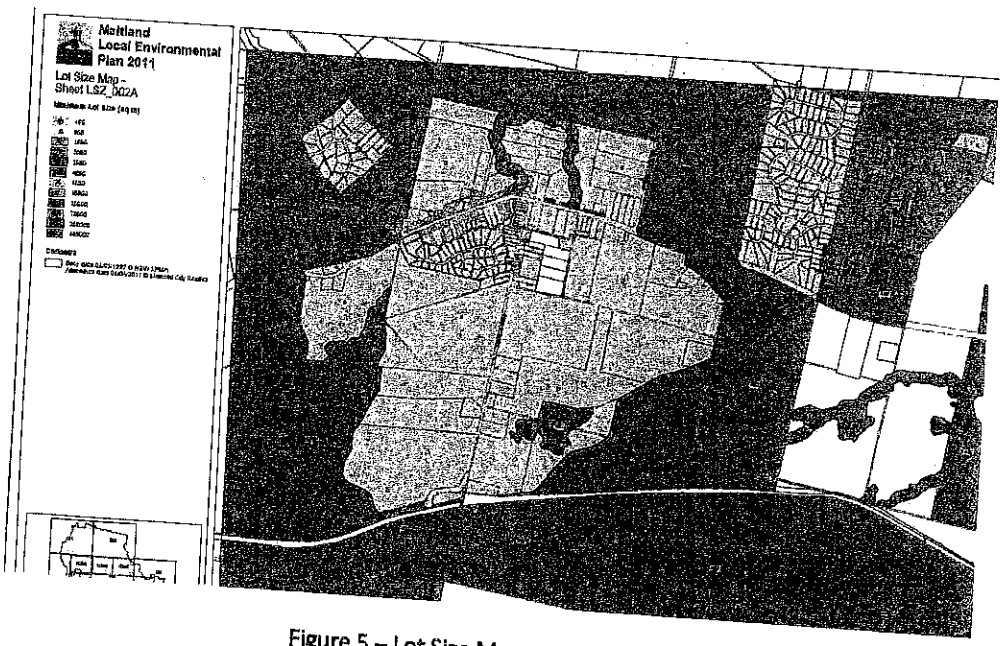

Figure 5 – Lot Size Map - Maitland LEP 2011

The site is located on the outskirts of Lochinvar and a less dense residential development in the area as an approach to Maitland is desirable. Large lot sizes on the outskirts of the township would integrate well with the rural surrounds and will ensure the proposed development will have a moderate-low impact on the surrounding areas.

Market forces have indicated that large lot sizes on the outskirts of the LGA are sought after by future land owners. Similar developments are located in Louth Park with a R5 Large Lot Residential zoning and a minimum lot size of 1500m².

The proximity of the Lochinvar Urban Release Area to regional transport systems, including the Main Northern Railway line, the New England Highway and the Hunter Expressway, are key elements to the identification of this area for urban development. The development of larger lots provides opportunities for new housing on larger lots.

The risk with developing the site into 1500m² allotments is the possibility of the future re-subdivision of these lots into smaller allotments. The possibility of re-subdividing these lots into smaller lots, pose a number of significant problems as infrastructure constructed at the time of subdivision is generally sized for the first subdivision development which can limit the potential for future re-subdivision

Where infrastructure is sized only for larger lots, there are inherent limits on future expansion (further subdivision) as generally, various infrastructure elements (for example waste water pumping stations) require upgrades that are normally out of the financial capacity of single lot developers.

The provision of wider than minimum roads, larger than necessary drainage systems, higher capacity than required waste water pump stations and larger network reticulation designs allows future re-subdivision of land.

Under the current framework, land in the R1 General Residential zone can be subdivided to 300m² lot size in accordance with Clause 4.1A of the MLEP 2011 which will result in a poor planning outcome within this estate.

Therefore, to prevent the further re-subdivision of these larger lots into smaller lots, it is proposed to amend Maitland LEP 2011.

4. THE PLANNING PROPOSAL

Part 1: OBJECTIVES OR INTENDED OUTCOMES

The objectives of the planning proposal are to amend Maitland Local Environmental Plan 2011:

- To rezone the subject land to permit large lot residential land.
- To restrict the subdivision of the subject land to a minimum lot size of 1500m².

Part 2: EXPLANATION OF PROVISIONS

The planning proposal seeks:

- To amend the Land Zoning Map Sheet LZN_002A for the subject site from R1 General Residential to R5 Large Lot Residential.
- To amend the Lot Size Map Sheet LSZ_002A to introduce a minimum lot size of 1500m² for the site.

Part 3: JUSTIFICATION FOR PROPOSED REZONING

In accordance with the Department of Planning's 'Guide to Preparing Planning Proposals', this section provides a response to the following issues.

- Section A: Need for the planning proposal;
- Section B: Relationship to strategic planning framework;
- Section C: Environmental, social and economic impact, and
- Section D: State and Commonwealth interests.

SECTION A – NEED FOR THE PLANNING PROPOSAL

1. **Is the planning proposal a result of any strategic study or report?**

The planning proposal is not the result of a strategic study or report. The planning proposal was submitted on behalf of the owners of the land to accommodate demand in the market for larger lots on the outskirts of town in the Maitland LGA.

The land is currently zoned R1 General Residential and has a minimum lot size of 450m². Pursuant to the current LEP, the land can now be subdivided to a minimum lot size of 450m² or 300m² in accordance with clause 4.1A. The purpose of this amendment to the LEP is to rezone the land to R5 Large Lot Residential and to restrict further subdivision of the subject lots into smaller lots from a 1500m² lot size. Road widths, drainage design and basic infrastructure has been designed for a certain number of lots that are a certain size. Without an LEP amendment, the lots can potentially be divided into smaller lots which will have an impact on these services as a higher number of lots/people were not catered for.

2. **Is the planning proposal the best mean of achieving the objectives or intended outcomes, or is there a better way?**

Three options have been considered to achieve this outcome on the site.

The first option is to amend the Lot Size Map Sheet LSZ_002A and to introduce a minimum lot size of 1500m² for the subject land. This option is not preferred as the land is zoned R1 General Residential and Clause 4.1A of MLEP 2011 provides exceptions to minimum lot sizes in Zone R1. Clause 4.1A states:

4.1A Exceptions to minimum lot sizes in Zone R1

(1) The objective of this clause is to encourage housing diversity without adversely impacting on residential amenity.

(2) This clause applies to development on land in Zone R1 General Residential.

(3) Despite clause 4.1, consent may be granted to development on land to which this clause applies if the development includes both of the following:
(a) the subdivision of land into 2 or more lots equal to or greater than 300 square metres,

(b) the erection of an attached dwelling, a semi-detached dwelling or a dwelling house on each lot resulting from the subdivision

If the land retains its R1 General Residential zone, clause 4.1A of the MLEP will apply to the site regardless of the 1500m² minimum lot size. This will allow the lots to be further subdivided subject to the requirements of clause 4.1A.

The second option is to rezone the subject land to R5 Large Lot Residential and amend the Lot Size Sheet Map to a minimum lot size of 1500m². This is the preferred mechanism as the R5 Large Lot Residential zone will restrict the further subdivision of the land into smaller allotments and is the subject of this planning proposal.

The planning proposal will require the following amendments to Maitland Local Environmental Plan 2011:

- Land Zoning Map Sheet LZN_002A for the subject site from R1 General Residential to R5 Large Lot Residential.
- Lot Size Map Sheet LSZ_002A – introduce a minimum lot size of 1500m² for the subdivision of the land.

The third option would make no changes to the Maitland LEP for the subject site and assess each subdivision application on its merits. This option could allow the number of lots on site to be tripled and could create a problem with the provision of infrastructure and servicing as the estate was developed for a certain number of lots.

3. Is there a net community benefit?

There is significant merit in rezoning the subject site and restricting the further subdivision of the subject lots into smaller lots as follows:

- The proposal will result in an increase in the number of large residential lots within an appropriately zoned area. As such it will enhance the supply and diversity of such land with the Maitland LGA.
- As a R5 Large Lot Residential zone, the land will continue to be developed for residential purposes.
- The infrastructure of the site has been sized only for the larger lots and any further re-subdivision will place immense strain on services to cater for additional lots.
- The proposed increase in the Minimum Lot Size will allow zoned large lot residential land to be developed to an optimum yield and thus minimise pressure for such development to expand onto agricultural land.
- The proposal will reinforce large lot residential development on the fringe of a major regional centre. Land in Louth Park, which is located on the southern fringe of Maitland LGA is zoned R5 Large Lot Residential with a 1500m² lot size.
- The subject land has not been identified as having any significant environmental or biodiversity values. The land has been cleared and is highly disturbed and is currently zoned R1 General Residential.

Therefore the net community benefit is likely to be positive.

SECTION B – RELATIONSHIP TO STRATEGIC PLANNING FRAMEWORK

4. Is the planning proposal consistent with the objectives and actions contained within the applicable regional or sub-regional strategy?

Hunter Regional Plan 2036

The following direction is relevant to this proposal.

Relevant Direction	Response
Direction 21: Create a compact settlement	The proposed larger lot development respects the landscape attributes and the character of the area on the outskirts of the Maitland LGA. The proposal will provide greater housing choice by delivering diverse lot types and sizes which will allow diverse housing and lifestyle opportunities.

5. Is the planning proposal consistent with the local Council's Community Strategic Plan, or other strategic plan?

Maitland +10 (Community Strategic Plan)

The proposal supports the objectives of the Council's community strategic plan (Maitland +10).

Maitland Urban Settlement Strategy (MUSS) 2012

The Maitland Urban Settlement Strategy (MUSS) provides the long-term planning framework to accommodate the predicted population growth (urban growth) in the City for the period 2001-2020. It is continually reviewed to ensure that there is adequate on-going supply of land zoned for urban purposes. Maitland Urban Settlement Strategy 2012 identifies the site as an undeveloped area zoned for residential development.

The proposal is consistent with the Maitland Urban Settlement Strategy.

It is envisaged that the future Lochinvar township will provide a range of housing choices and lot sizes for residents. These will include small lots and unit developments in close proximity to community services and facilities, medium house and land developments on relatively constraint free land, and larger lot sizes in sensitive locations throughout the town.

Lochinvar Structure Plan

The Lochinvar Structure Plan was prepared and adopted by Council to establish the framework for future growth and development of the Lochinvar area.

The structure plan identifies the need for rural residential type development along the New England Highway on both the eastern and western sides of the township to avoid strip development along the highway and maintain the sense of township for Lochinvar

Larger lots on approach to the township of Lochinvar is very desirable. Larger lots that can be easily maintained, provide a variety of choice for future residents and are located to provide a transition between the more sensitive locations and the more intensely developed areas on approach to the Maitland LGA. Larger lots will preserve the rural amenity and entrance into Lochinvar.

6. Is the planning proposal consistent with applicable state environment planning policies?

There are no relevant State Environmental Planning Policies.

7. Is the planning proposal consistent with applicable Ministerial Directions for Local Plan making?

Table 1: s117 Directions

S117 DIRECTIONS	CONSISTENCY AND IMPLICATIONS
2. ENVIRONMENT AND HERITAGE	
2.1 Environment Protection Zones	**Consistent**
The objective of this direction is to protect and conserve environmentally sensitive areas.	The E3 Environmental Management zone will be maintained over the area and will not be impacted by the planning proposal.
2.3 Heritage Conservation	**Consistent**
The objective of this direction is to conserve items, areas, objects and places of environmental heritage significance and indigenous heritage significance.	The planning proposal does not impact on the heritage conservation of the St Helena homestead.

3. HOUSING, INFRASTRUCTURE AND URBAN DEVELOPMENT	
3.1 Residential Zones	**Consistent**
Encourage a variety and choice of housing, minimise the impact of residential development on the environment and resource lands and make efficient use of infrastructure and services.	Access to the local road network will be directly from the newly constructed roads that form part of the subdivision of this land. Services and infrastructure will be made available to the site. The planning proposal will provide additional choices in lot sizes which will then provide additional housing choices. The planning proposal is consistent with this Direction.
4. HAZARD AND RISK	
4.4 Planning for Bushfire Protection	**Consistent**
This direction applies to land that is affected or is in proximity to land mapped as bushfire prone land.	The land is now zoned R1 General Residential. A small portion of the land is located in bushfire prone area. A bushfire report has been prepared for the subdivision of the land. The site is capable of supporting large lot residential development. The proposal is considered to be consistent with this direction.
5, REGIONAL PLANNING	
5.1 Implementation of Regional Strategies	**Consistent**
This direction requires a draft amendment to be consistent with relevant state strategies that apply to the LGA.	This proposal is consistent with the relevant directions of the Hunter Regional Plan 2036.
6. LOCAL PLAN MAKING	
6.1 Approval and Referral	**Consistent**
The direction aims to ensure that LEP provision encourage the efficient and appropriate assessment of development.	No additional LEP provisions will be required.

SECTION C – ENVIRONMENTAL, SOCIAL AND ECONOMIC IMPACT

4. **Is there any likelihood that critical habitat or threatened species, populations or ecological communities, or their habitats, will be adversely affected as a result of the proposal?**

The land is currently zoned R1 General Residential and is almost entirely cleared and is heavily grazed by cattle. An ecological report has been prepared for the site and the proposed development footprint is confined to the R1 zoned land. There will be no clearing or modification of any EECs or threatened species habitat. Therefore, it is unlikely that any threatened species, populations or ecological communities, or their habitats will be adversely affected as a result of the planning proposal.

5. **Are there any other likely environmental effects as a result of the planning proposal and how are they proposed to be managed?**

The land is currently zoned R1 General Residential land. This planning proposal is to rezone the land to R5 Large Lot Residential and to increase the minimum lot size to 1500m².

The future development of the land into larger lots is not likely to have any potentially adverse impact on the natural environment. Works undertaken during the construction phase can be adequately controlled with appropriate work practices and Council regulation.

6. **How has the planning proposal adequately addressed any social and economic effects?**

The planning proposal is unlikely to have any adverse social and economic effects. The land is currently zoned for residential purposes. The proposal facilitates larger lot sizes which will ultimately provide more housing choice. Lots of 1500m² can be easily maintained by individual land owners and are sought after for a large family home with a pool, tennis court, etc. This proposal will fulfil demand in the market for this size lot. Therefore, there is likely to be a positive social and economic effect as a result of this planning proposal.

SECTION D – STATE AND COMMONWEALTH INTERESTS

7. **Is there adequate public infrastructure for the planning proposal?**

Yes. There is adequate public infrastructure to service the proposed development.

8. **What are the views of State and Commonwealth public authorities consulted in accordance with the Gateway Determination?**

No formal consultation with State and Commonwealth public authorities has been undertaken at this stage for this planning proposal. Consultation will occur in accordance with the conditions outlined in the Gateway Determination to be issued for this planning proposal in the Maitland LGA.

PART 4: COMMUNITY CONSULTATION

Community consultation will be undertaken in accordance with the requirements of the Gateway Determination. As this is considered a minor planning proposal, a 14 day exhibition period is proposed. The planning proposal will be updated to report on the outcomes of the consultation.