

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID:	NSW DAN:
vendor's agent	Peters Real Estate 475 High Street, Maitland NSW 2320		Ph: 4933 7855 Fax: Ref:
co-agent vendor	VALHALLA INVESTMENTS PTY LTD ACN 008 416 028 50 Clyde Street, Hamilton North NSW 2282		
vendor's solicitor	DWF (Australia) Level 6, 18 Honeysuckle Drive, Newcastle NSW 2300 DX 7824 Newcastle		Ph: 02 4088 8600 Fax: 02 4926 4113 Ref: AWW/JMR
date for completion	See Special Condition 35		days after the contract date (clause 15)
land (Address, plan details and title reference)	PROPOSED LOT HILLVIEW ESTATE, LOUTH PARK Lot in Stage 7 being an unregistered plan of subdivision of proposed lot 616 in DP1265622 in an unregistered plan subdivision of proposed lot 505 in DP1265621 in an unregistered plan of subdivision of proposed lot 428 in DP1265620 in an unregistered plan of subdivision of Lot 328 in Deposited Plan 1263182 Part Folio Identifier: 328/1263182 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:		

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

exclusions

purchaser

guarantor

Ph:
Fax
Ref:

purchaser's solicitor

price \$ (inc. GST)
 deposit \$ (10% of the price, unless otherwise stated)
 balance \$

contract date (if not stated, the date this contract was made)

buyer's agent

SEE VENDOR EXECUTION PAGE

vendor

witness

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name: Valhalla Investments Pty Ltd ACN 008 416 028
 Supplier's ABN: 88 008 416 028
 Supplier's GST branch number (if applicable):
 Supplier's business address: P O Box 83 Broadmeadow NSW 2292
 Supplier's email address: dlsaddo@gmail.com
 Supplier's phone number: 0427 101 849
 Supplier's proportion of **GSTRW** payment: \$

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

Amount purchaser must pay – price multiplied by the **RW** rate (residential withholding rate): \$ 7% of the purchase price

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

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

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

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

List of Documents

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

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

Vendor Execution Page

Executed for and on behalf of
Valhalla Investments Pty Ltd
ACN 008 416 028 in accordance with
Section 127(1) of the *Corporations*
Act 2001 (Cth):

By its Attorney
Pursuant to Power of Attorney
Thomas Wilfred Goold
Registered Book 4732 No 460

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	Valhalla Investments Pty Ltd ACN 008 416 028
PROPERTY	Lot Hillview Estate, Louth Park NSW

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

DETAILS					
Completion	TBD		Refer to clause(s):	Clause 35	
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	Clause 46.1 and 46.2
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Interest - Clause 37.2		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA 16-32		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Maitland City Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clauses 42 and 48		

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (<i>select all that apply</i>).	
<input checked="" type="checkbox"/> draft plan <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement



BK 4732 NO 46

DEEDS INDEX PARTICULARS

CA NUMBER

left-hand corner

PRIVACY NOTE: this information is legally required and will become part of the public record

Delivery Box	Name, Address/DX
BOX 30P	L J KANE & CO LLPN 123818G Telephone no. Reference <i>DSS : VALHALLA</i>

Nature of Instrument	Date of Instrument
<i>POWER OF ATTORNEY</i>	<i>15.9.2017</i>

Leave blank where instrument does not affect old system land

Locality of the land	LINK CONVEYANCE-for old system land			PRINCIPAL DEED
	Book	Number	Whole/Part	
LOCAL GOVT. AREA	PARISH		COUNTY	

NOTING [Office use only]	

Entry	GIVEN NAMES/COMPANY NAME	FAMILY NAME
✓	<i>VALHALLA INVESTMENTS PTY LTD</i>	
	<i>ACN 008 416 028</i>	

I, *KEN MIDDLETON* of *L J KANE & CO*
1/249 PITT ST SYDNEY 2000

certify that for the purposes of section 184D(3) of the Conveyancing Act 1919 that:

- the registration copy is a true copy of the original and
- the above index particulars of the original instrument [and on the annexure(s)] are complete and correct.

Signed *[Signature]* Date *18.9.17*

Entered *JM*

Verified *ch*

**POWER OF ATTORNEY FROM
VALHALLA INVESTMENTS PTY LTD
ACN 008 416 028
TO
THOMAS WILFRED GOOLD**

Dated: 15 September 2017

**O'SULLIVAN SADDINGTON CLARKSON
Level 4, 23 Watt Street
Newcastle 2300
DX 7886 Newcastle
Tel: (02) 4929 5166
Fax: (02) 4929 3021**

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on the *15* day of September, 2017 the Corporation described in Item 1 (*Grantor*) appoints the persons described in Item 2 (*Attorney*) jointly and each of them severally (to the intent that the powers granted may be exercised by any two or more of them acting jointly or by any one of them acting alone) as the Grantor's true and lawful attorney for the Grantor, and in the Grantor's name, and as the Grantor's act and/or deed, to execute under hand, or under seal, and deliver at the Attorney's option (which delivery may be conditional or unconditional) in the place set out in Item 3 the document or documents described in Item 4 (*Document*) and:

- (a) to complete any blanks which may be left in the Document;
- (b) to make any amendments or additions to the Document;
- (c) to do, execute and perform any other deed, matter, act or thing which in the opinion of the Attorney ought to be done, executed or performed to perfect the Document; and
- (d) to execute under hand or under seal and deliver, at the Attorney's option (which delivery may be conditional or unconditional), any other deeds, documents or instruments supplemental to or varying the Document or which are incidental to the Document or the transactions contemplated in the Document.

AND THE GRANTOR DECLARES THAT:

- 1. The powers and authorities given shall remain in full force and effect until their revocation by written notice to the Attorney.
- 2. The Grantor will, from time to time and at all times, ratify and confirm whatever the Attorney lawfully does, or causes to be done, pursuant to this Power of Attorney, and will indemnify the Attorney against all claims, demands, costs, damages, losses and expenses, howsoever arising, consequent upon the lawful exercise of all or any of the powers and authorities contained therein.

- | | | |
|---------|---|--|
| Item 1. | the Grantor: | Valhalla Investments Pty Ltd (ACN 008 416 028) of Level 4, 23 Watt Street
Newcastle |
| Item 2. | the Attorney: | Thomas Wilfred Goold of 22 Pendlebury
Road Cardiff |
| Item 3. | place in which the Document is to be executed: | Any place as maybe required to effect execution. |

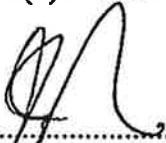
Item 4. the Document to be executed:

Any Deeds, documents, contracts, bank accounts and any matter in the normal course of business pertaining to the business and operations of the Company.

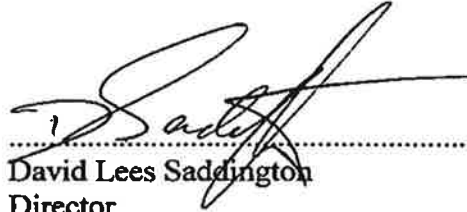
The attorneys appointed herein may act both jointly and/or severally.

EXECUTED as a Deed

Executed by Valhalla Investments Pty Ltd
ACN 008 416 028 pursuant to Section
127(1) of the Corporations Act 2001 by:



John Dudley Saddington
Director



David Lees Saddington
Director

REGISTERED
18/9/2017
BK 4732 NO 460



IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>chèque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance payable*;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is an *electronic transaction*;

30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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

30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* –

- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and

30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.

30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –

30.5.1 create an *Electronic Workspace*;

30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and

30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

30.6.1 *populate* the *Electronic Workspace* with *title data*;

30.6.2 create and *populate* an *electronic transfer*;

30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and

30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –

30.7.1 join the *Electronic Workspace*;

30.7.2 create and *populate* an *electronic transfer*;

30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and

30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

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

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

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the *Division*).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the *Division*.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

Additional Conditions forming part of the Contract between the parties named on page 1 of the Contract.

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33. **Definitions and interpretation**

33.1 In this Contract, these terms (in any form) mean:

"Bank Guarantee"	an unconditional undertaking by a bank without an expiry date;
"Council"	Maitland City Council;
"Deposit Bond"	a deposit bond with an expiry date not earlier than two years after the Contract Date issued to the Vendor at the request of the Purchaser in a form and issued by a corporation approved by the Vendor;
"Deposited Plan"	the plan of subdivision containing the property, which is registered;
"Development Activities"	<p>activities for the various stages of residential subdivision in relation to Lot 328 in DP1263182 including but not limited to:</p> <ul style="list-style-type: none">(a) any form of demolition work, excavation work or landscaping work on the Development Land;(b) any form of building work or work ancillary to or associated with building work on the Development Land including, without limitation, work in connection with the installation of services;(c) the addition, amendment or deletion of lots, car spaces, storage areas or any other area;(d) the registration of a Draft Deposited Plan and Draft Deposited Plan Instrument for the Development Site;(e) the use and/or operation and/or fit-out of any part of the Development or a lot within the Development;(f) any other such approvals required by the vendor or its assignee for carrying out the Development;(g) any form of work additional to the forms of work referred to in paragraph (a) and (b) of this definition which is considered necessary or desirable by the vendor;(h) the subdivision of land forming part of the Development Land;

- (i) the dedication of land forming part of the Development Land;

"Development Land"	Lot 328 in DP1263182;
"Draft 88B Instrument"	the annexed draft instrument under section 88B of the Conveyancing Act 1919 as amended;
"Draft Deposited Plan"	the annexed draft plan of subdivision (the "Plan");
"Guarantor"	the person(s) described as Guarantor in this Contract and each person signing this Contract where the Purchaser is a corporation or a Trustee of a Trust;
"Notice of Replacement"	of a notice served by the Vendor on the Purchaser, stating that the Vendor wishes to replace a Replaced Document with a Replacement Document;
"Plan Registration Sunset Date"	the date referred to in additional condition 46.1;
"Replaced Document"	a document specified in a Notice of Replacement to be replaced by a Replacement Document;
"Replacement Document"	a document specified in a Notice of Replacement as replacing a Replaced Document, a copy of which is forwarded with the Notice of Replacement;
"Utilities"	electricity, sewer, telephone and water;
"Vendor Notice"	the written notice served by the Vendor on the Purchaser advising registration of the Plan of Subdivision.

- 33.2 If there is a conflict or inconsistency between the printed provisions (clauses 1 to 31) and the additional conditions, then the additional conditions prevail.
- 33.3 A reference to a party in this Contract is a reference to that party in its personal capacity as well as in its capacity as Trustee of a Trust (if any) and a party is obligated in terms of this deed in its personal capacity and in its capacity as Trustee for a Trust (if any).
- 33.4 Headings are for convenience only and do not affect the interpretation of this Contract.
- 33.5 An agreement, representation or warranty:
- 33.5.1 in favour of two or more persons is for the benefit of them jointly and severally; and
- 33.5.2 on the part of two or more persons binds them jointly and severally.
- 33.6 The singular includes the plural and vice versa.
- 33.7 A reference to a document includes any amendment or supplement to or replacement or novation of the document.

- 33.8 References to a statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, documents or other subordinate legislation made under the relevant statute.

34. Amendments to printed provisions

The printed provisions of this Contract are amended as follows:

- 34.1 clause 4.1 is replaced with:

"The purchaser must serve the form of the transfer within seven days after the day on which the vendor serves the Vendor Notice";

- 34.2 clauses 5.2.1 and 5.2.2: replace "21" with "14";

- 34.3 the first line of clause 7.1 is replaced with:

"The vendor can rescind (and need not establish reasonable grounds for doing so) if in the case of claims that are not claims for delay – ";

- 34.4 clause 7.1.1 is deleted;

- 34.5 clause 10.1, line 1 is replaced with:

"The purchaser cannot make an objection, claim or requisition, delay completion, or rescind or terminate in respect of";

- 34.6 clauses 10.1.8 and 10.1.9 are amended by replacing "substance" with "existence";

- 34.7 clause 10.1.10 is added as follows:

"any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise";

- 34.8 clauses 13.5, 13.8, 13.9 and 13.10 are deleted;

- 34.9 clause 20.6.3 is replaced with:

"served if it is served on the party's solicitor, even if the party has died or any of them has died (this clause 20.6.3 also applies to any document in an action in connection with this Contract including, without limitation, any writ of summons or other originating process)";

- 34.10 clauses 23-28 (inclusive) are deleted;

- 34.11 clause 29.7.3 and 29.8.3 are amended by replacing "21 days" with "14 days";

- 34.12 clause 29.5 is amended by replacing "a party" and the "party" with the "purchaser".

35. Completion Date

The Completion Date is the later of the date being 35 days after the Contract Date or 21 days after either party serves on the other party notice of the registration of the Deposited Plan.

36. **Notice to Complete**

If either party is entitled to serve a notice to complete then a notice to complete requiring completion to take place as specified in the notice (provided that the time is not less than 14 days from the date of service of the notice) is deemed both at law and in equity to be sufficient notice to make time of the essence of this Contract notwithstanding any rule of law or equity to the contrary.

37. **Interest - Late Completion**

37.1 This agreement shall be completed on the Completion Date.

37.2 If the Purchaser fails to complete within the time stipulated in paragraph 37.1 of this Additional Condition otherwise than in consequence of a reason attributable to the Vendor, then, without any way limiting the rights of the Vendor hereunder, the Purchaser agrees that it will pay to the Vendor interest calculated at the rate of 10% per annum on the balance of purchase monies outstanding hereunder, such interest to be calculated for the period from the stipulated last date of completion as provided in paragraph 37.1 hereof until the date that the Purchaser shall complete this Contract and the parties hereby agree that such interest represents a pre-estimate of the Vendor's loss in the event of a delay in completion.

38. **Representations, warranties and acknowledgements by the Purchaser**

38.1 The Purchaser represents and warrants that:

38.1.1 the terms and conditions set out in this Contract contain the entire agreement as concluded between the parties and the Purchaser acknowledges that he has not been induced to enter into this Contract by any warranty or representation verbal or otherwise made by or on behalf of the vendor which is not set out in this Contract;

38.1.2 the Purchaser was not introduced to the Vendor or the property by any real estate agent not referred to in this Contract and the Purchaser must indemnify the Vendor against any claim for commission which might be made by any other agent resulting from any breach of this warranty.

38.2 The Purchaser acknowledges that the Vendor has entered into this Contract on the basis that the representations and warranties set out in additional condition 38.1 are true and not misleading.

39. **Deposit Bond**

39.1 Subject to additional conditions 39.2 and 39.3, if agreed to by the Vendor then the delivery of the Deposit Bond, upon or before the making of this Contract, to the Vendor is, to the extent of the amount guaranteed under the Deposit Bond, deemed for the purpose of this Contract to be payment of the deposit in accordance with this Contract.

39.2 The Purchaser must pay the amount stipulated in the Deposit Bond to the Vendor in cash or by unendorsed bank cheque on completion or termination of this Contract or at other times as may be provided for the deposit to be accounted for to the Vendor.

- 39.3 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid under the Deposit Bond, the Purchaser must forthwith pay the deposit (or so much as has not been paid) to the Vendor.

40. Deposit

- 40.1 The Purchaser acknowledges that the deposit payable hereunder is to 10% of the purchase price. If the Vendor on the making of this Contract agrees that the deposit may be paid by instalments then notwithstanding any other provision of this Contract the Purchaser shall pay the deposit by instalments as follows:

40.1.1 the sum equal to 0.25% to be paid on or before the date of this Contract in accordance with clauses 2.1 and 2.2 of the printed Contract; and

40.1.2 the balance of the deposit within the expiration of the cooling off period.

- 40.2 The deposit holder shall invest if directed by the Purchaser within seven days of the Purchaser paying the full 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 21 days prior to the completion date shall be payable to the Purchaser. Such interest to be paid to the Purchaser within seven days of the date the deposit holder is required to account for the deposit.

41. No Caveat

- 41.1 The Purchaser must not, notwithstanding his beneficial interest in the property lodge nor cause to be lodged any caveat against the title of the property. If any caveat is lodged against the title to the property by the Purchaser (or any person claiming an interest through the Purchaser) then the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney to execute any withdrawal of caveat, consents or approvals and further hereby irrevocably instructs the Vendor's Solicitors (from time to time) to act in the name of and on the Purchaser's behalf in preparation, execution and registration of any withdrawal of caveat and/or granting or consent or approval of the Purchaser as Caveator.

- 41.2 The Purchaser indemnifies the Vendor against any liability or loss arising from any costs in connection with a breach by the Purchaser of this clause.

42. Party dies, is incapacitated or goes into liquidation

If the Purchaser or Vendor (or if the Vendor is more than one person then any Vendor):

42.1 dies;

42.2 becomes mentally incapacitated; or

42.3 being a company, goes into liquidation,

prior to completion of this Contract, then the other party may (but is not obligated to) by notice in writing to that party rescind this Contract.

43. Council & Water Rates

- 43.1 If the Lot will be separately rated in the rating year/cycle current at registration of the Plan and the amount of those separate rates is not known at the adjustment date. The Vendor must make an allowance to the Purchaser for its proportion of the rates from the date of registration of the Plan to the adjustment date adjusted on the following amounts:

Council rates \$1,500.00 per annum
Water rates \$nil

the Purchaser is then liable to pay the separate rate assessment in full when it is issued on or before its due date.

- 43.2 The Purchaser and Vendor agree that the amounts specified in clause 43.1 represent a fair and reasonable assessment of rates for the Lot on which to adjust on the adjustment date.

44. Replacement Documents

- 44.1 At any time before the registration of the Deposited Plan, the Vendor may serve a Notice of Replacement that the Vendor wishes to replace a Replaced Document with a Replacement Document.
- 44.2 From and including the day of service of a Notice of Replacement the Replaced Document is taken to be no longer attached to this Contract and the Replacement Document is taken to be attached to this Contract.
- 44.3 Subject to additional condition 44.4, the Purchaser may not make any claim, requisition, delay completion, rescind or terminate this Contract because, as a result of a Notice of Replacement, the Replaced Document is taken to be no longer attached to this Contract and the Replacement Document is taken to be attached to this Contract.
- 44.4 If there is a difference between the Replaced Document and the Replacement Document which detrimentally affects the property to a substantial extent, the Purchaser may, within 14 days after the day the Notice of Replacement is served, rescind (but not after completion) by written notice to the Vendor.

45. Requisitions on Title

For the purpose of this Contract, in particular clause 5, the Purchaser is deemed to have submitted requisitions in the attached form. If answers are provided in this Contract then the Vendor may, prior to completion, amend any incorrect answers from time to time.

46. Unregistered Plan of Subdivision (Plan)

- 46.1 The vendor undertakes to use all reasonable endeavours to ensure the Plan is registered by the Registrar General on or before 30 November 2021 provided if such Plan is not so registered then either party may rescind this Contract and thereafter the provisions of clause 19 hereof shall apply.

- 46.2 Notwithstanding the provisions of additional condition 46.1 hereof the vendor may extend the time required to have the Plan registered by up to six months upon giving to the purchaser not less than one months' prior written notice ("**extension notice**"). If such notice is given by the vendor then the date required to have the Plan registered shall be extended by the additional months given in the extension notice.
- 46.3 The purchaser acknowledges the Plan attached to this Contract is a preliminary copy of the Plan and may not be identical to the Plan actually registered by the Registrar General to fulfil the conditions precedent set out in additional condition 46.1.
- 46.4 The purchaser acknowledges having inspected the Plan and cannot raise any objection or requisition, make a claim, or rescind or terminate this Contract in respect of the Plan or in relation to any modification to the Plan which may be required:
- 46.4.1 by any Authority whose approval must be obtained to the Plan before it may be lodged for registration by the Registrar General;
 - 46.4.2 by the Registrar General to obtain registration as a Plan;
 - 46.4.3 to correct an error evident on the face of the Plan;
 - 46.4.4 to include land in addition to that to which the Plan relates at the date of this Contract;
 - 46.4.5 to exclude land forming part of the land to which the Plan relates at the date of this Contract; or
 - 46.4.6 which is minor.
- 46.5 A minor modification to the Plan, for the purposes of additional condition 46.4.5 includes:
- 46.5.1 any modification to a lot in the Plan other than the property;
 - 46.5.2 any modification to the boundaries of the property the effect of which does not change the area of the Lot by more than 5% less than the area of the Lot as shown on the draft Plan.
- 46.6 The vendor will cause the Utilities to be available for connection to the property. The vendor is not aware and cannot disclose the position of the Utilities. The purchaser shall make no objection requisitions or claim in respect of the location of the same provided that should it be established prior to completion that the location of the Utilities adversely affects the Purchasers ability to construct a dwelling on the property then the Purchaser shall be entitled to rescind this Contract but shall not be entitled to make any other requisition objection or claim for compensation in respect of the utilities. Any right of the Purchaser to rescind the Contract pursuant to this clause shall be exercised by notice in writing to the Vendor within 14 days after the Purchaser or Purchasers Solicitor has been notified in writing of the proposed position of the Utilities whereupon the provisions of clause 19 shall apply, provided further that should the Purchaser not so elect to rescind the Contract and/or shall not have served upon the Vendor notice in writing of his election to rescind this Contract within the 14 day period (in which respect

time is of the essence of this Contract) then the Purchaser shall be deemed to have waived such right of rescission.

47. Development Activities

- 47.1 The purchaser acknowledges that the vendor intends to carry out the Development Activities which may continue to be carried out after completion.
- 47.2 The purchaser cannot not make a claim arising out of the Development Activities carried on by the vendor or do any act or thing to restrain the vendor (or its agents or contractors) from carrying out the Development Activities.

48. Conditions Precedent

- 48.1 The obligations of the Vendor to sell and the Purchaser to purchase the Property are subject to the fulfilment of the following conditions precedent:

- 48.1.1 the issue of a Construction Certificate satisfactory to the Vendor;
- 48.1.2 the Vendor obtaining finance for the Development on terms and conditions all of which must be found satisfactory to the Vendor at its sole discretion;
- 48.1.3 the Vendor satisfying 10 presales as set by its financier for the Development;
- 48.1.4 Each Consent Authority giving its approval to the Plan,

(the "**Conditions Precedent**") and if any of the Conditions Precedent are not satisfied by 30 April 2021 ("**Conditions Date**") then the Vendor can rescind this Contract by notice in writing to the Purchaser in which case neither party will be under any obligation to, or have any Claim against the other party under this Contract other than in respect of any antecedent breach of this Contract.

- 48.2 The Vendor may notify the Purchaser within 21 days after the Conditions Date if the Conditions Precedent have not been satisfied but if no such notice is given by the Vendor, the Conditions Precedent will be deemed to have been satisfied and this Contract will no longer be subject to or conditional on the Conditions Precedent.

- 48.3 The Purchaser acknowledges that this clause 48 is for the benefit of the Vendor and rights given by it can be waived by the Vendor at any time prior to the Conditions Date.

49. Guarantee

This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this Contract. The directors of the Purchaser will sign the Guarantee annexed to this Contract.

50. Transfer to a New Vendor

- 50.1 the Purchaser acknowledges that the Vendor may transfer its interest (or part of its interest) in the Property or part of the Development Site containing the Property to a New Vendor prior to completion.

- 50.2 The Vendor discloses it proposes to enter an agreement with a third party to complete the Development ("**Development Partners**"). It is proposed (but not promised):
- 50.2.1 the Development partners, with or without, the Vendor, will become the registered proprietors of the Development Site and will take an assignment of this Contract pursuant to clause 50, substantially in the form of the Deed of Assumption and Assignment; and
 - 50.2.2 this Contract will be completed by the registered proprietors, being the Development partners possibly together with the Vendor as the New Vendor.
- 50.3 The Vendor must give the Purchaser written notice if it transfers an interest in the Property or part of the Development Site containing the Property to a New Vendor. In the notice, the Vendor must provide:
- 50.3.1 details of the New Vendor;
 - 50.3.2 confirmation that the contract has been novated, if the Vendor exercises its right to require novation under clause 50.5.
- 50.4 The Purchaser and the Guarantors agree:
- 50.4.1 to the transfer of an interest in the Property of the Development Site to a New Vendor according to this clause 50;
 - 50.4.2 to accept on completion a transfer of the Property in registrable form duly executed by the registered owner of the Property in full satisfaction of the Vendor's and the New Vendor's obligations under the contract;
 - 50.4.3 acknowledges any Deposits and Bank Guarantees securing payment of Deposits will be held on trust by the Vendor for the benefit of the assignee or new Vendor; and
 - 50.4.4 if requested by the Vendor, to arrange a replacement Bank Guarantee for the same amount to be provided in favour the new Vendor within seven days of being requested to do so (time of the essence).
- 50.5 if required by the Vendor, the Purchaser and the Guarantor agree to enter into a deed of novation to novate this Contract for the Vendor to the New Vendor; and
- 50.5.1 the Vendor must, at its cost, prepare the deed of novation;
 - 50.5.2 the Purchaser and Guarantor each must sign the deed of novation and return it to the Vendor within seven days of receiving it from the Vendor (time of the essence); and
 - 50.5.3 the deed of novation may contain a provision releasing the Vendor for all or any of its obligations under this Contract which are not due for performance at the date of the novation if the New Vendor assumes those obligations.
- 50.6 The Vendor agrees to pay any stamp duty payable by the Vendor or the New Vendor on the novation or assignment of this Contract pursuant to this clause 50.

- 50.7 The Vendor indemnifies the Purchaser in the event the Purchase becomes liable for additional NSW government stamp duty in respect of this Contract (in excess of the stamp duty normally payable by the Purchaser) to the extent that additional stamp duty arises directly as a result of the assignment or novation of this Contract under this clause 50.
- 50.8 The Purchaser irrevocably appoints the new Vendor and each authorised officer of the New Vendor individually as the Purchaser's attorney ("**Attorney**") and agrees to ratify anything an Attorney does under clause 50.9.
- 50.9 If either the Purchaser or the Guarantor or both fail to comply with their obligations in clause 50.5, the Attorney may do whatever is necessary or convenient to enable the new Vendor to procure that the Purchaser and the Guarantor enter in the deed of novation including signing the deed of novation as attorney for either Purchaser or Guarantor.
- 50.10 The purpose of the power of attorney is to enable the Vendor to assign or novate its interest in the contract to the New Vendor in accordance with its rights pursuant to this clause 50.

51. **For Sale Signs After Completion**

- 51.1 The purchaser will not for a period of 12 months after completion put on the land a "**For Sale**" sign other than that of the agent listed as vendors agent in this Contract.
- 51.2 If the purchaser enters into a contract to on sell the land within the said 12 months, then the purchaser will put a clause in that contract in the terms of 51 above. However, the 12 month time period will be varied so that the obligation of the on-purchaser is reduced to the date clause 51 would have expired.
- 51.3 This clause 51 will not merge on completion.

52. **Cooling Off Period**

The parties agree that the cooling off period will be fifteen (15) business days.

Deed dated

Between: Valhalla Investments Pty Ltd ACN 008 416 028 ("the Vendor")

and ("the Purchaser")

Recital

In order to induce the Vendor to enter into the Contract the Guarantor has agreed to give the guarantee and indemnity contained in this Deed.

It is Agreed as follows:

- 1.1 The word guarantor means:-
 - 1.1.1 Being the directors of the purchaser.
 - 1.1.2 Being the directors of the company which is a Trustee of the Purchaser.The purchaser will provide a current company search of the company.
- 1.2 If the guarantor has not signed this clause, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 1.3 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
 - (a) payment of all money payable by the purchaser under this contract; and
 - (b) the performance of all of the purchaser's other obligations under this contract.
- 1.4 The guarantor:
 - (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - (b) must pay on demand any money due to the vendor under this indemnity.
- 1.5 The guarantor is jointly and separately liable with the purchaser to the vendor for:
 - (a) the performance by the purchaser of its obligations under this contract; and
 - (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 1.6 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 1.7 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

- 1.8 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
 - (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (f) the winding up of the purchaser.
- 1.9 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 1.10 This clause operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed
Signed sealed and delivered by

as Guarantor in the presence of:

.....
Witness signature

Witness name:

Witness address:

Signed sealed and delivered by

as Guarantor in the presence of:

.....
Witness signature

Witness name:

Witness address:

VACANT LAND REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property: Lot

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.

NOTED

2. Is anyone in adverse possession of the property or any part of it?

NO

Title

3. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.

NOTED

4. 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.

NOTED

5. 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.

NO

6. When and where may the title documents be inspected?

AT THE OFFICE OF THE MORTGAGEE

Adjustments

7. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.

NOTED, SUBJECT TO CONTRACT

8. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? **NO** If so:

(a) to what year has a return been made? **NOT APPLICABLE**

(b) what is the taxable value of the property for land tax purposes for the current year? **NOT APPLICABLE**

Survey and building

9. 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.
NOTED
10. 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.
NO
11. 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?
SO FAR AS VENDOR IS AWARE, NO. VENDOR CANNOT SPEAK FOR PREDECESSOR IN TITLE
12. (a) To whom do the boundary fences belong?
IF ANY, PRESUMED OWNED JOINTLY WITH ADJOINING OWNERS.
- (b) Are there any party walls?
NO
- (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.
NOTED
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
NO
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?
NO

Affectations

13. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
NO
14. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land? **NO**
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land? **NO**
 - (c) any latent defects in the property? **NO**
15. 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?
- (a-f) **SO FAR AS VENDOR IS AWARE, NO**

16. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
SERVICES WILL BE AVAILABLE FOR CONNECTION FOLLOWING REGISTRATION OF PLAN OF SUBDIVISION AND COMPLETION OF WORK BY RELEVANT AUTHORITY

(b) If so, do any of the connections for such services pass through any adjoining land?
SO FAR AS VENDOR IS AWARE, NO

(c) Do any service connections for any other property pass through the property?
SO FAR AS VENDOR IS AWARE, NO

17. 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?
NO

Capacity

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

Requisitions and transfer

19. 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.
NOT APPLICABLE

20. 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.
NOTED

21. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
NOTED

22. The purchaser reserves the right to make further requisitions prior to completion.
THIS RIGHT IS NOT ADMITTED



FOLIO: 328/1263182

SEARCH DATE	TIME	EDITION NO	DATE
13/7/2020	3:31 PM	1	26/5/2020

LAND

LOT 328 IN DEPOSITED PLAN 1263182
AT LOUTH PARK
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1263182

FIRST SCHEDULE

VALHALLA INVESTMENTS PTY LTD

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AM375253 PLANNING AGREEMENT PURSUANT TO SECTION 7.6
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- * 3 AN397670 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 OF THE PART
FORMERLY IN 2000/1129126
- 4 DP1251415 EASEMENT FOR SIGNAGE 1 METRE(S) WIDE APPURTENANT TO
THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 5 DP1251415 RIGHT OF CARRIAGEWAY 8 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 6 DP1257205 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE
TITLE DIAGRAM
- 7 DP1257205 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 8 DP1257205 EASEMENT FOR WATER SUPPLY 2 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1257205 RIGHT OF ACCESS 17 AND 21 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
DP1263182 EASEMENT RELEASED IN SO FAR AS IT AFFECTS THE
PART(S) SHOWN AS (C1) IN DP 1263182
- 10 DP1263182 RIGHT OF CARRIAGEWAY 17 & 21 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1263182 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE
TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

FOLIO: 328/1263182

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: PP DP1265620 PP DP1265621 PP DP1265622
PP DP1265624.

*** END OF SEARCH ***

74251

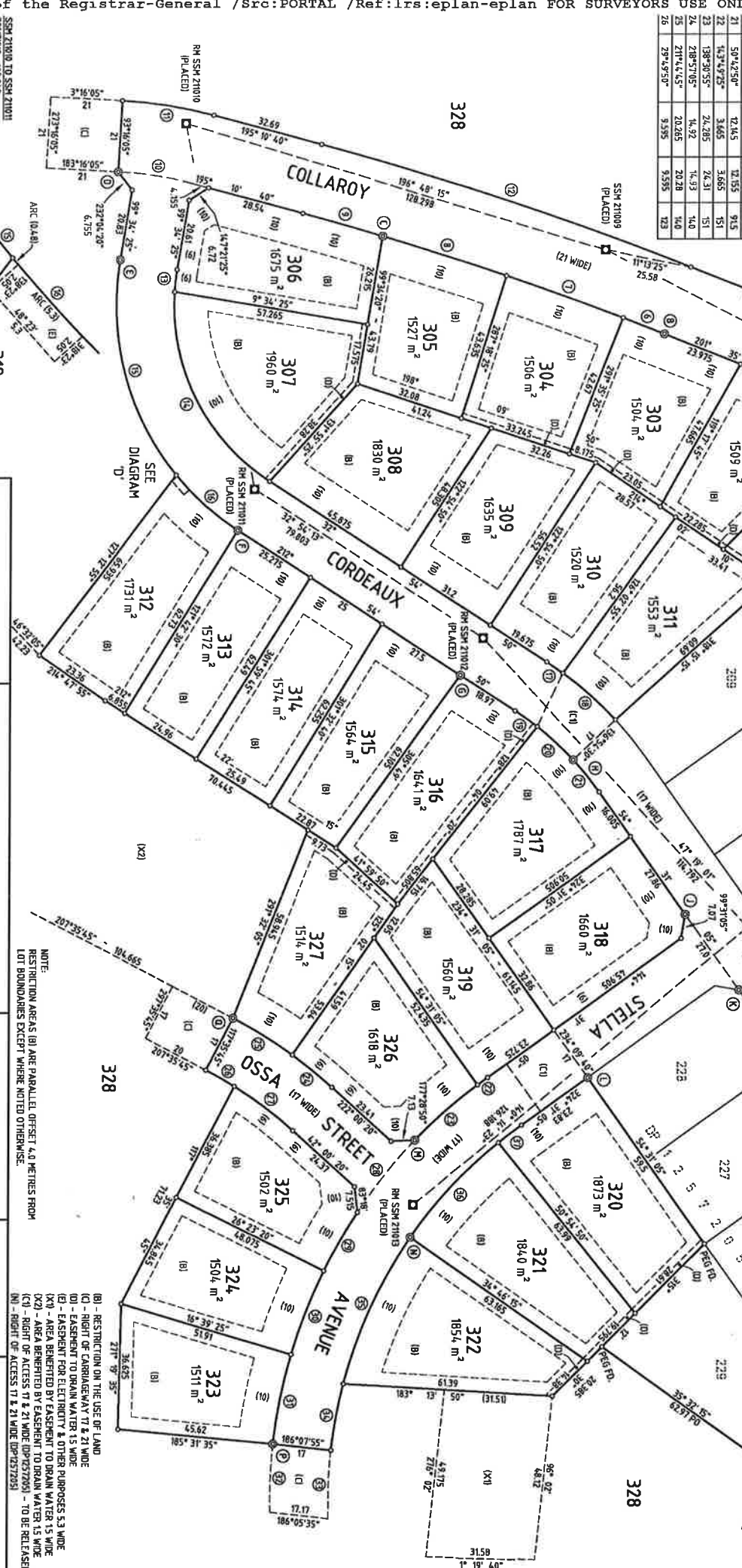
PRINTED ON 13/7/2020

* 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.

No.	Chord Bearing	Chord Dist.	ARC TABLE	Rad.
3	23°43'30"	50.985	51.275	121
4	24°47'55"	31.535	31.665	100
5	26°39'20"	20.705	20.771	100
6	28°12'55"	13.085	13.085	1000
7	29°47'45"	36.46	36.46	1000
8	31°39'45"	31.97	31.975	1000
9	33°52'35"	22.835	22.865	1000
10	36°17'25"	22.825	22.865	110
11	38°57'25"	21.82	21.723	131
12	41°37'25"	21.2	21.26	1021
13	44°17'25"	20.555	20.585	1085
14	47°0'0"	20.055	20.085	1085
15	49°42'50"	19.555	19.585	1085
16	52°25'55"	19.055	19.085	1085
17	55°9'55"	18.555	18.585	1085
18	57°52'55"	18.055	18.085	1085
19	59°45'55"	17.555	17.585	1085
20	61°38'55"	17.055	17.085	1085
21	63°31'55"	16.555	16.585	1085
22	65°24'55"	16.055	16.085	1085
23	67°17'55"	15.555	15.585	1085
24	69°10'55"	15.055	15.085	1085
25	71°3'55"	14.555	14.585	1085
26	73°16'55"	14.055	14.085	1085

No.	Chord Bearing	Chord Dist.	ARC TABLE	Rad.
27	75°9'55"	13.535	13.565	100
28	77°52'55"	13.035	13.065	100
29	79°45'55"	12.535	12.565	100
30	81°38'55"	12.035	12.065	100
31	83°31'55"	11.535	11.565	100
32	85°24'55"	11.035	11.065	100
33	87°17'55"	10.535	10.565	100
34	89°10'55"	10.035	10.065	100
35	91°3'55"	9.535	9.565	100
36	93°16'55"	9.035	9.065	100
37	95°9'55"	8.535	8.565	100

CDR	TYPE	BEARING	DISTANCE	ORIGIN
A	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
B	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
C	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
D	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
E	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
F	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
G	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
H	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
I	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
J	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
K	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
L	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
M	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
N	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
P	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED
Q	RM DRAINING	117°35'25"	4.405 & 16.555	PLACED



NOTE:
RESTRICTION AREAS (B) ARE PARALLEL OFFSET 4.0 METRES FROM LOT BOUNDARIES EXCEPT WHERE NOTED OTHERWISE.

(B) - RESTRICTION ON THE USE OF LAND
(C) - RIGHT OF CARAVANWAY 17 & 21 WIDE
(D) - EASEMENT FOR DRAIN WATER 15 WIDE
(E) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.3 WIDE
(F) - AREA BENEFITED BY EASEMENT TO DRAIN WATER 15 WIDE
(G) - AREA BENEFITED BY EASEMENT TO DRAIN WATER 15 WIDE
(H) - RIGHT OF ACCESS 17 & 21 WIDE (DP1263182)
(I) - RIGHT OF ACCESS 17 & 21 WIDE (DP1263182)




SURVEYOR
Name: THOMAS F CAMPBELL
Date: 21/04/2020
Reference: 18553

PLAN OF SUBDIVISION OF LOT 231 DP1257205

LSA: MATT LAND
Locality: LOUTH PARK
Reduction Ratio: 1:500
Lengths are in metres.

REGISTERED
26.5.2020

DP1263182

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<div>Office Use Only</div> <div>Registered:  26.5.2020</div> <div>Title System: TORRENS</div>		<div>Office Use Only</div> <div>DP1263182</div>
PLAN OF SUBDIVISION OF LOT 231 DP1257205		LGA: MAITLAND Locality: LOUTH PARK Parish: MAITLAND County: NORTHUMBERLAND
<div>Survey Certificate</div> <div>I, THOMAS F CAMPBELL of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</div> <div>*(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</div> <div>*(b) The part of the land shown in the plan (*Being/*excluding **..... LOT 328) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, 21/04/2020 the part not surveyed was compiled in accordance with that Regulation, or</div> <div>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</div> <div>Datum Line: 'X' - 'Y'</div> <div>Type: *Urban/*Rural-</div> <div>The terrain is *Level-Undulating / *Steep-Mountainous-</div> <div>Signature:  Dated: 22/04/2020</div> <div>Surveyor Identification No: 8704</div> <div>Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></div> <div>* 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.</div>		<div>Crown Lands NSW/Western Lands Office Approval</div> <div>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.</div> <div>Signature:</div> <div>Date:</div> <div>File Number:</div> <div>Office:</div> <div><div>Subdivision Certificate</div><div>I, LEANNE HARRIS *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</div><div>Signature: </div><div>Accreditation number:</div><div>Consent Authority: Maitland City Council</div><div>Date of endorsement: 12.5.20</div><div>Subdivision Certificate number: 160032</div><div>File number: DA16 0032</div><div>* Strike through if inapplicable</div></div>
Plans used in the preparation of survey/compilation. DP 1257205		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE OSSA STREET, THE EXTENSIONS OF CORDEAUX STREET, STELLA AVENUE AND COLLAROY PARADE TO THE PUBLIC AS PUBLIC ROAD.
Surveyor's Reference: 18653		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



26.5.2020

PLAN OF SUBDIVISION OF LOT 231
 DP1257205

DP1263182

Subdivision Certificate number :160032.....

Date of Endorsement :12.5.20.....

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. RESTRICTION ON THE USE OF LAND (B)
2. RIGHT OF CARRIAGEWAY 17 & 21 WIDE (C)
3. EASEMENT TO DRAIN WATER 1.5 WIDE (D)
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.3 WIDE (E)

TO RELEASE:-

1. RIGHT OF ACCESS 17 & 21 WIDE (DP1257205)

SCHEDULE OF STREET ADDRESSES

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
301	35	COLLARROY	PARADE	LOUTH PARK
302	37	COLLARROY	PARADE	LOUTH PARK
303	39	COLLARROY	PARADE	LOUTH PARK
304	41	COLLARROY	PARADE	LOUTH PARK
305	43	COLLARROY	PARADE	LOUTH PARK
306	45	COLLARROY	PARADE	LOUTH PARK
307	36	CORDEAUX	STREET	LOUTH PARK
308	34	CORDEAUX	STREET	LOUTH PARK
309	32	CORDEAUX	STREET	LOUTH PARK
310	30	CORDEAUX	STREET	LOUTH PARK
311	28	CORDEAUX	STREET	LOUTH PARK
312	29	CORDEAUX	STREET	LOUTH PARK
313	27	CORDEAUX	STREET	LOUTH PARK
314	25	CORDEAUX	STREET	LOUTH PARK
315	23	CORDEAUX	STREET	LOUTH PARK
316	21	CORDEAUX	STREET	LOUTH PARK

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
317	19	CORDEAUX	STREET	LOUTH PARK
318	2	STELLA	AVENUE	LOUTH PARK
319	4	STELLA	AVENUE	LOUTH PARK
320	3	STELLA	AVENUE	LOUTH PARK
321	5	STELLA	AVENUE	LOUTH PARK
322	7	STELLA	AVENUE	LOUTH PARK
323	12	STELLA	AVENUE	LOUTH PARK
324	10	STELLA	AVENUE	LOUTH PARK
325	1	OSSA	STREET	LOUTH PARK
326	2	OSSA	STREET	LOUTH PARK
327	4	OSSA	STREET	LOUTH PARK
328	31	CORDEAUX	STREET	LOUTH PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18653

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



26.5.2020

PLAN OF SUBDIVISION OF LOT 231
DP1257205

DP1263182

Subdivision Certificate number : 160032

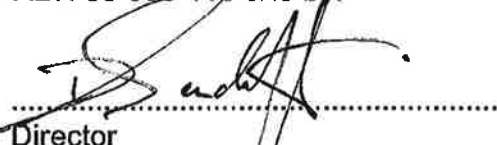
Date of Endorsement : 12.5.20

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

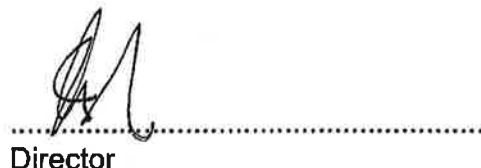
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate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

Executed by VALHALLA INVESTMENTS PTY LIMITED

ABN 88 008 416 028 by:


.....
Director





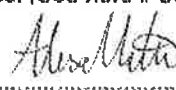



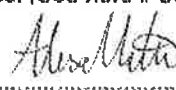



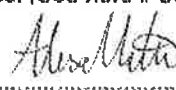
DAVID SADDINGTON
.....
Name


.....
Director

JOHN DUDLEY SADDINGTON
.....
Name

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18653

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)				
Registered:  26.5.2020		Office Use Only					
PLAN OF SUBDIVISION OF LOT 231 DP1257205		DP1263182					
Subdivision Certificate number :		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals - See 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.					
Date of Endorsement :							
<p>Certified correct for the purposes of the Real Property Act 1900 by the Prescribed Authority's attorneys who signed this dealing pursuant to the power of attorney specified.</p> <p>Signed, sealed and delivered for: ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044 ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023 ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032 ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 Blue Asset Partner Pty Ltd ACN 615 217 493 on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4734 no. 366 at</p> <table border="0"><tr><td> Attorney TREVOR MARK ARMSTRONG Print Name 20/05/2020 Date electronic signature affixed</td><td> Attorney NIGEL PETER JOHN LOWRY Print Name 25/05/2020 Date electronic signature affixed</td></tr></table> <p>I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note # below]</p> <table border="0"><tr><td> Witness Alesia Matis Print Name 24 Campbell Street, Sydney Print Address 20/05/2020 Date electronic signature affixed</td><td> Witness ALESA MATIS Print Name 24 CAMPBELL STREET, SYDNEY Print Address 25/05/2020 Date electronic signature affixed</td></tr></table> <p># s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.</p> <p>If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: 18653</p>				 Attorney TREVOR MARK ARMSTRONG Print Name 20/05/2020 Date electronic signature affixed	 Attorney NIGEL PETER JOHN LOWRY Print Name 25/05/2020 Date electronic signature affixed	 Witness Alesia Matis Print Name 24 Campbell Street, Sydney Print Address 20/05/2020 Date electronic signature affixed	 Witness ALESA MATIS Print Name 24 CAMPBELL STREET, SYDNEY Print Address 25/05/2020 Date electronic signature affixed
 Attorney TREVOR MARK ARMSTRONG Print Name 20/05/2020 Date electronic signature affixed	 Attorney NIGEL PETER JOHN LOWRY Print Name 25/05/2020 Date electronic signature affixed						
 Witness Alesia Matis Print Name 24 Campbell Street, Sydney Print Address 20/05/2020 Date electronic signature affixed	 Witness ALESA MATIS Print Name 24 CAMPBELL STREET, SYDNEY Print Address 25/05/2020 Date electronic signature affixed						

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

Sheet 1 of 9

Plan:

Plan of Subdivision of Lot 231 D1257205 covered by
 Subdivision Certificate **160032**
 dated **12.5.20**

DP1263182

**Full Name and Address of the
 Registered Proprietor of the Land**

Valhalla Investments Pty Limited
 (ABN 88 008 416 028)
 PO Box 250
 Newcastle 2300

Part 1 (Creation)

Number of Item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Restriction on the Use of the Land (B)	301 to 327 inclusive	Maitland City Council
2	Right of Carriageway 17 & 21 wide (C)	328	Maitland City Council
3	Easement to drain water 1.5 wide (D)	304 303 302 301 307 327 316 322 321 320	305 305, 304 305, 304, 303 305, 304, 303, 302 306 Part of Lot 328 designated X2 Part of Lot 328 designated X2, 327 Part of Lot 328 designated X1 Part of Lot 328 designated X1, 322 Part of Lot 328 designated X1, 322, 321
4	Restriction on the Use of the Land	301 to 327 inclusive	Maitland City Council
5	Restriction on the Use of the Land	302 to 308 inclusive, 317, 318, 321, 322	Maitland City Council

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

Sheet 2 of 9

Plan:

Plan of Subdivision of Lot 231 D1257205 covered by
 Subdivision Certificate **160032**
 dated **12.5.20**

DP1263182

6	Restriction on the Use of the Land	Every lot except lot 328	Part of Lot 328 designated (BD)
7	Easement for Electricity & Other Purposes 5.3 wide (E)	312	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

Part 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Right of Access 17 & 21 wide (DP1257205)	Part of 231/1257205 designated (C1) on the Plan	Maitland City Council

Part 2 (Terms)

1. Terms of Restriction on the Use of Land numbered 1 in the Plan

- 1.1. No building shall be constructed outside the nominated building envelope being areas designated (B) on the Plan.
- 1.2. Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;

Maitland City Council for Lots burdened and benefited.

2. Terms of Right of Carriageway numbered 2 in the Plan

- 2.1. Right of Carriageway as outlined in Schedule 4a (Part 1) of the Conveyancing Act 1919.
- 2.2. Name of person empowered to release, vary or modify the right of carriageway referred to in the above Plan;

Maitland City Council for Lots burdened and benefited.

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

Sheet 3 of 9

Plan:

DP1263182

Plan of Subdivision of Lot 231 D1257205 covered by
Subdivision Certificate **160032**
dated **12.5.20**

3. Terms of Easement to Drain Water numbered 3 in the Plan

- 3.1. Easement to Drain Water 1.5 wide designated (D) on the Plan.
- 3.2. Name of person empowered to release, vary or modify the easement referred to in the above Plan;

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

4. Terms of Restriction on the Use of The Land numbered 4 in the Plan

- 4.1. The subject site may be affected by mine subsidence as part of the site has been undermined in the past. It is the responsibility of the Lot owners to carry out any mine subsidence investigations prior to building on the site.
- 4.2. Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;

Maitland City Council for Lots burdened and benefited.

5. Terms of Restriction on the Use of Land numbered 5 in the Plan

- 5.1. Any Lots with a width over 35m shall on the said boundary have fencing of post and wire and timber rail construction.
- 5.2. Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;

Maitland City Council for Lots burdened and benefited.

6. Terms of Restrict on the Use of Land numbered 6 in the Plan

6.1. Dwelling House

- 6.1.1. No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 200m² exclusive of car accommodation, external landings and patios.
- 6.1.2. 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.
- 6.1.3. 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 Colourbond. Untreated zincalume is prohibited.

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

Sheet 4 of 9

Plan:

Plan of Subdivision of Lot 231 D1257205 covered by
Subdivision Certificate **166032**
dated **12.5.20**

DP1263182

6.1.4. No more than one main residential dwelling shall be erected on any lot burdened, nor are ancillary buildings to be used for residential accommodation.

6.1.5. 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.

6.2. Fences

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

- a) (Road Boundary) Is erected on any road boundary that fence exceeds 1200mm in height or is constructed of materials other than rural style, post and three rails with or without wire mesh. The upper surface of the top rail being 1200mm high, the middle rail being 820mm high and the lower rail being 470mm high.
- b) (Road to building line) Is erected from the road boundary to the building line as fixed by the Maitland City Council is 1200mm high or is constructed in materials other than rural style post and two rails with wire mesh.
- c) (Other boundaries) Is constructed on a boundary behind the building line that exceeds 1800mm in height or is constructed of materials other than post and wire with wire mesh or post and rail and wire mesh.
- d) Is other than hard wood post and rails.
- e) Has rails other than dimensions of 30mm wide and 140mm high.

6.2.2. Fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not comprise sheet material such as colourbond, fibro cement or paling fences. This covenant does not preclude safety fencing associated with swimming pools.

6.2.3. No fence shall be erected on a lot burdened unless it is erected without expense to Valhalla Investments Pty Ltd, its successors and permitted assigns.

6.3. Ancillary Buildings

6.3.1. No building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless:-

- a) It is situated at the rear of the dwelling house; and
- b) It has an internal floor area of less than 100 m².
- c) It is less than 4.5 metres in height.

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

Sheet 5 of 9

Plan:

Plan of Subdivision of Lot 231 D1257205 covered by
Subdivision Certificate **160032**
dated **12.5.20**

DP1263182

- 6.3.2. No shed, or other farm type outbuilding shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanised iron or similar material provided that new colourbond metal sheeting may be used in the external walls of a farm building where such colourbond metal sheeting has a low reflective index and is of earth tone colours.

6.4. Prohibited activities

- 6.4.1. No obnoxious, noisy or offensive occupation, boarding kennels, boarding facilities, trade or business shall be conducted or carried out on any lot burdened.
- 6.4.2. 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.
- 6.4.3. 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.
- 6.4.4. 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.
- 6.4.5. 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 at the rear of the dwelling house erected on the lot burdened.
- 6.4.6. No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.

6.5. Acknowledgement of Covenants

- 6.5.1. 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.
- 6.5.2. 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 and shall be enforceable against the proprietor of each and every lot from time to time so burdened.
- 6.5.3. 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.

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

Sheet 6 of 9

Plan:

Plan of Subdivision of Lot 231 D1257205 covered by
Subdivision Certificate **160032**
dated **12.5.20**

DP1263182

6.6. Terms of Restriction on the Use of Land in the plan

6.6.1. The owner of each Burdened lot must not:-

- a) subdivide the Burdened lot if the subdivision would create a lot with an area that is less than 1,500 square metres; and
- b) subdivide the Burdened lot so as to create lots in a strata plan or community title scheme; and
- c) erect any habitable building on the Burdened lot outside the relevant building envelope for the lot designated A on the Plan.
- d) erect any more than one dwelling house on the Burdened lot.

6.7. Name of person or Authority empowered to release, vary or modify the Restrictions as to User in the Plan:

The name of the person or entity having the power to release, vary or modify this Restriction as to User is Valhalla Investments Pty Ltd and if Valhalla Investments Pty Ltd no longer exists, 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.

7. Terms of the Easement for Electricity & Other Purposes numbered 7 In the Plan

- 7.1. An easement is created on the terms and conditions set out in memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.
- 7.2. Name of the party empowered to release, vary or modify the easement numbered 7 in the Plan;

Alpha Distribution Ministerial Holding Corporation



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

Sheet 7 of 9

Plan:

Plan of Subdivision of Lot 231 D1257205 covered by
Subdivision Certificate **160032**
dated **12.5.20**

DP1263182

Executed by **VALHALLA INVESTMENTS PTY LIMITED**
(ABN 88 008 416 028) in accordance with
Section 127 of the Corporations Act.



Signature of Director
Print name:

DAVID SADDINGTON



Signature of Director
Print name:

JOHN DUPLEY SADDINGTON



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

Sheet 8 of 9

Plan:
DP1263182

Plan of Subdivision of Lot 231 D1257205 covered by
Subdivision Certificate
dated

Certified correct for the purposes of the Real Property Act 1900 by the Prescribed Authority's attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for

ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044, ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023, ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032, ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 and Blue Asset Partner Pty Ltd ACN 615 217 493

on behalf of Alpha Distribution Ministerial Holding Corporation
pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by
its attorneys under power of attorney registered book 4734 no. 366

sign here ▶


Attorney

sign here ▶


Attorney

print name

TREVOR MARK ARMSTRONG

print name

NIGEL PETER JOHN LOWRY

Date
electronic
signature
affixed

20/05/2020

Date
electronic
signature
affixed

25/05/2020

I certify that I am an eligible witness and
that the Prescribed Authority's attorney
signed this dealing in my presence. [See
note* below]

I certify that I am an eligible witness and
that the Prescribed Authority's attorney
signed this dealing in my presence. [See
note* below]


Signature of Witness


Signature of Witness

print name

Alesa Matis

print name

ALESA MATIS

print
address

24 Campbell Street, Sydney

print
address

24 CAMPBELL STREET, SYDNEY

Date
electronic
signature
affixed

20/05/2020

Date
electronic
signature
affixed

25/05/2020

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documents.

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

Sheet 9 of 9

Plan:

Plan of Subdivision of Lot 231 D1257205 covered by
Subdivision Certificate 160032
dated 12.5.20

DP1263182

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

Signature of delegate

.....*Leanne Harris*.....

Name of delegate

.....LEANNE HARRIS.....

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

Signature of Witness

.....*K. Schroder*.....

Name of Witness

.....KAREN SCHRODER.....

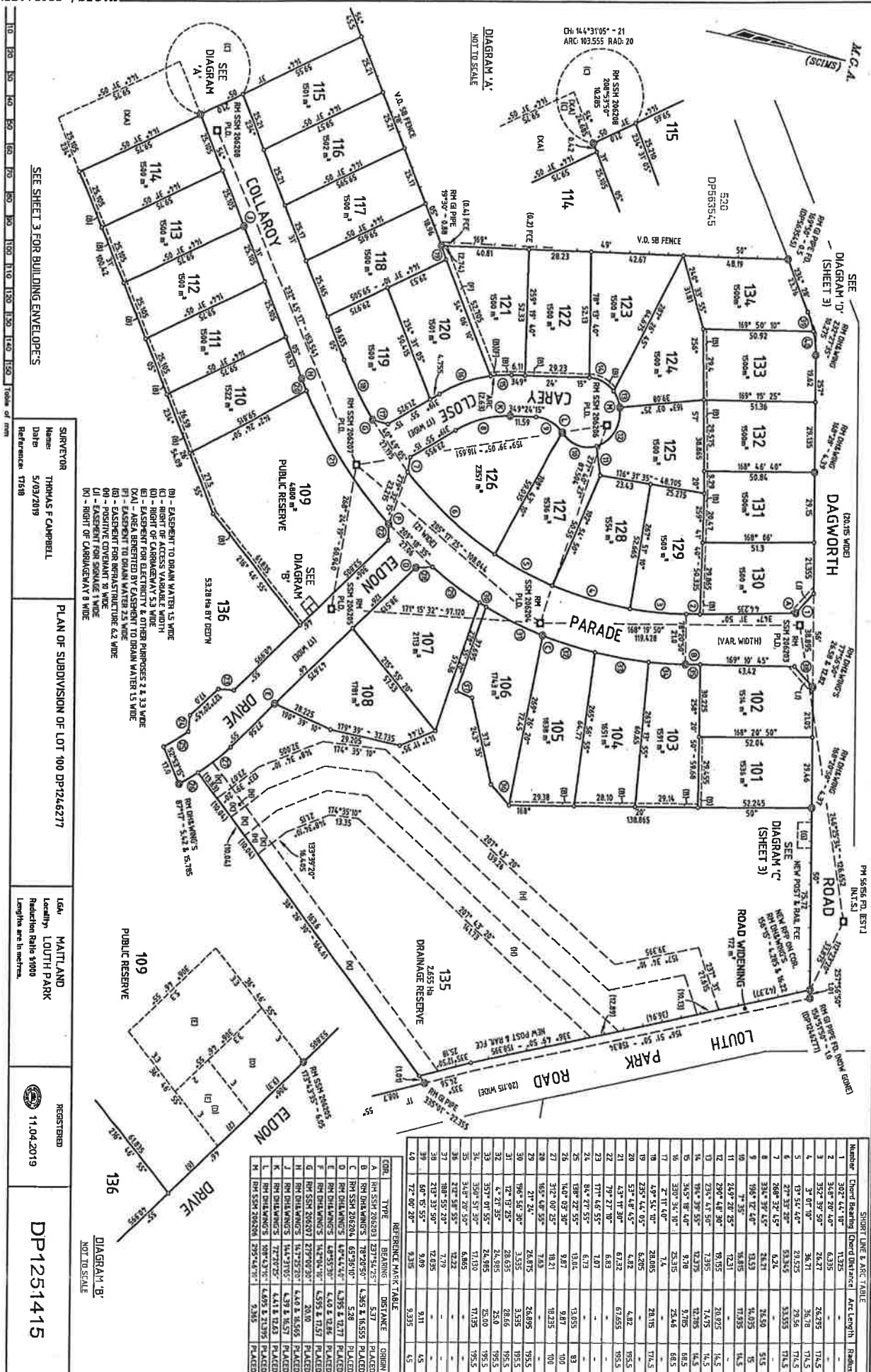
Address of Witness

....285.HIGH.STREET.MAITLAND

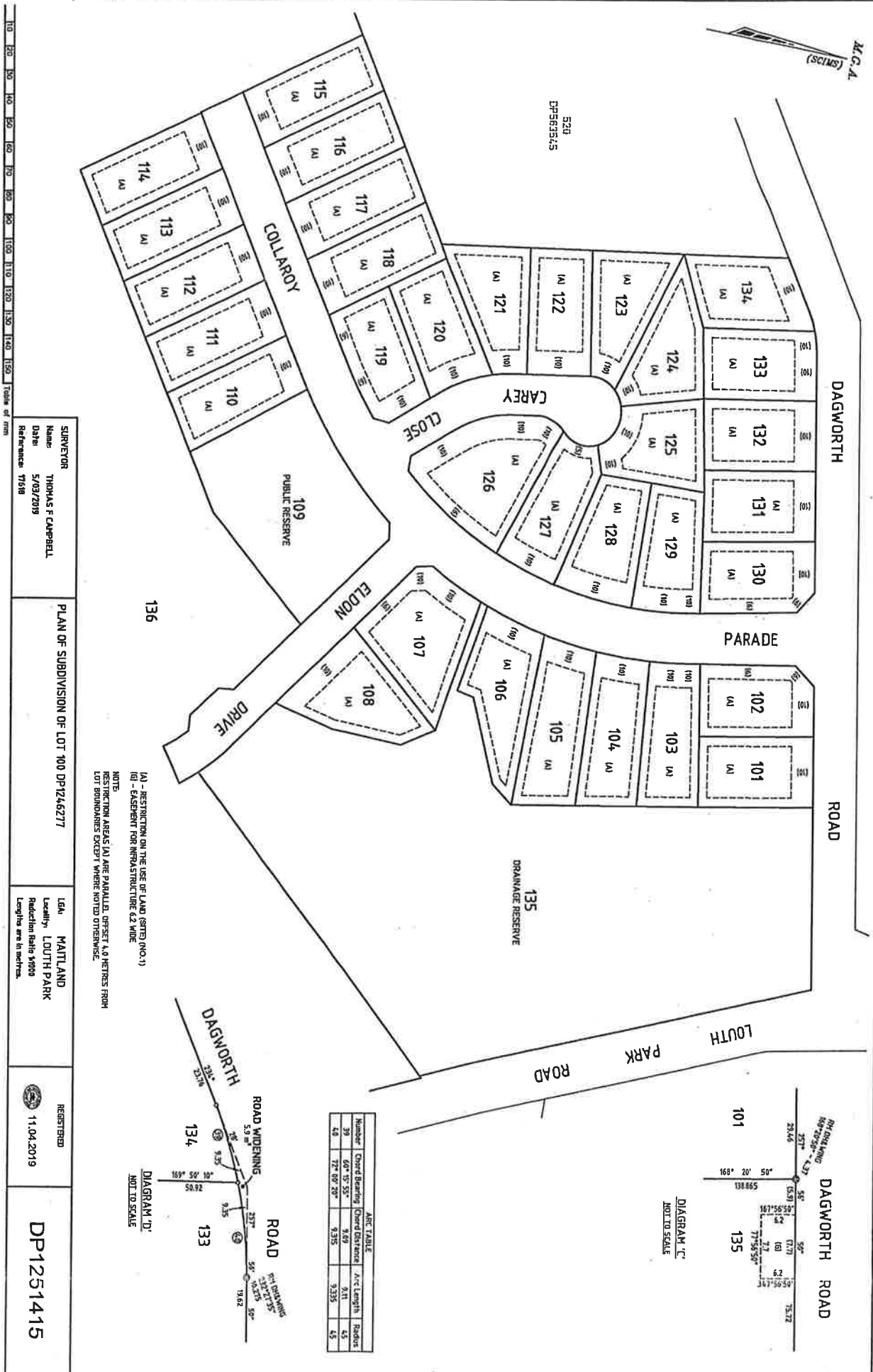
REGISTERED



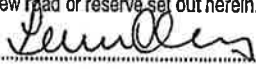


26.5.2020



Number	Shooting (Yds & Arc Table)			Reins
	Order	Order Distance	Arc Length	
1	302	44.10°	9.325	-
2	302	44.10°	9.325	-
3	302	44.10°	9.325	-
4	302	44.10°	9.325	-
5	302	44.10°	9.325	-
6	302	44.10°	9.325	-
7	302	44.10°	9.325	-
8	302	44.10°	9.325	-
9	302	44.10°	9.325	-
10	302	44.10°	9.325	-
11	302	44.10°	9.325	-
12	302	44.10°	9.325	-
13	302	44.10°	9.325	-
14	302	44.10°	9.325	-
15	302	44.10°	9.325	-
16	302	44.10°	9.325	-
17	302	44.10°	9.325	-
18	302	44.10°	9.325	-
19	302	44.10°	9.325	-
20	302	44.10°	9.325	-
21	302	44.10°	9.325	-
22	302	44.10°	9.325	-
23	302	44.10°	9.325	-
24	302	44.10°	9.325	-
25	302	44.10°	9.325	-
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27	302	44.10°	9.325	-
28	302	44.10°	9.325	-
29	302	44.10°	9.325	-
30	302	44.10°	9.325	-
31	302	44.10°	9.325	-
32	302	44.10°	9.325	-
33	302	44.10°	9.325	-
34	302	44.10°	9.325	-
35	302	44.10°	9.325	-
36	302	44.10°	9.325	-
37	302	44.10°	9.325	-
38	302	44.10°	9.325	-
39	302	44.10°	9.325	-
40	302	44.10°	9.325	-



PLAN FORM 6 (2018)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)	
Registered:  11.04.2019 Title System: TORRENS		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 100 DP1246277		LGA: MAITLAND Locality: LOUTH PARK Parish: MAITLAND County: NORTHUMBERLAND		DP1251415	
Survey Certificate I, <u>THOMAS F CAMPBELL</u> of <u>Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: “(a) The land shown in the plan was surveyed in accordance with the 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**..... <u>LOTS 101 TO 135 INCLUSIVE & CONNECTIONS</u> was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on <u>5.12.2019</u> 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: <u>6/03/19</u> Surveyor Identification No: <u>8704</u> Surveyor registered under the <i>Surveying and Spatial information Act 2002</i> * 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, <u>Leanne Harris</u> *Authorised Person* General Manager *Accredited Certifier, certify that the provisions of section 105 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>Maitland City Council</u> Date of endorsement: <u>19.3.19</u> Subdivision Certificate number: <u>160032</u> File number: <u>DA 16-32</u> * Strike through if inapplicable	
Plans used in the preparation of survey/compilation. DP1246277 DP1129126 DP563545 DP593618		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE COLLAROY PARADE, CAREY CLOSE, ELDON DRIVE AND THE ROAD WIDENINGS TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOT 109 TO THE PUBLIC AS PUBLIC RESERVE. IT IS INTENDED TO DEDICATE LOT 135 TO THE PUBLIC AS DRAINAGE RESERVE.			
Surveyor's Reference: 17618		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)

Registered:  11.04.2019

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 100
DP1246277**

DP1251415

Subdivision Certificate number : 160032

Date of Endorsement : 19.3.19

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. RESTRICTION ON THE USE OF LAND (A)
2. EASEMENT TO DRAIN WATER 1.5 WIDE (B)
3. RIGHT OF ACCESS VARIABLE WIDTH (C)
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RIGHT OF CARRIAGEWAY 5.3 WIDE (D)
8. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 & 3.3 WIDE (E)
9. EASEMENT TO DRAIN WATER 2.5 WIDE (F)
10. EASEMENT FOR INFRASTRUCTURE 6.2 WIDE (G)
11. POSITIVE COVENANT 10 WIDE (H)
12. EASEMENT FOR SIGNAGE 1 WIDE (J)
13. RIGHT OF CARRIAGEWAY 8 WIDE (K)

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
101	348	DAGWORTH	ROAD	LOUTH PARK
102	346	DAGWORTH	ROAD	LOUTH PARK
103	3	COLLAROY	PARADE	LOUTH PARK
104	5	COLLAROY	PARADE	LOUTH PARK
105	7	COLLAROY	PARADE	LOUTH PARK
106	9	COLLAROY	PARADE	LOUTH PARK
107	1	ELDON	DRIVE	LOUTH PARK
108	3	ELDON	DRIVE	LOUTH PARK
109	2	ELDON	DRIVE	LOUTH PARK
110	15	COLLAROY	PARADE	LOUTH PARK
111	17	COLLAROY	PARADE	LOUTH PARK
112	19	COLLAROY	PARADE	LOUTH PARK
113	21	COLLAROY	PARADE	LOUTH PARK
114	23	COLLAROY	PARADE	LOUTH PARK
115	20	COLLAROY	PARADE	LOUTH PARK
116	18	COLLAROY	PARADE	LOUTH PARK
117	16	COLLAROY	PARADE	LOUTH PARK
118	14	COLLAROY	PARADE	LOUTH PARK
119	1	CAREY	CLOSE	LOUTH PARK
120	3	CAREY	CLOSE	LOUTH PARK

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
121	5	CAREY	CLOSE	LOUTH PARK
122	7	CAREY	CLOSE	LOUTH PARK
123	9	CAREY	CLOSE	LOUTH PARK
124	11	CAREY	CLOSE	LOUTH PARK
125	6	CAREY	CLOSE	LOUTH PARK
126	2	CAREY	CLOSE	LOUTH PARK
127	8	COLLAROY	PARADE	LOUTH PARK
128	6	COLLAROY	PARADE	LOUTH PARK
129	4	COLLAROY	PARADE	LOUTH PARK
130	344	DAGWORTH	ROAD	LOUTH PARK
131	342	DAGWORTH	ROAD	LOUTH PARK
132	340	DAGWORTH	ROAD	LOUTH PARK
133	338	DAGWORTH	ROAD	LOUTH PARK
134	336	DAGWORTH	ROAD	LOUTH PARK
135	350	DAGWORTH	ROAD	LOUTH PARK
136	314	DAGWORTH	ROAD	LOUTH PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17618

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:



11.04.2019

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 100
DP1246277

DP1251415

Subdivision Certificate number : 160032
Date of Endorsement : 19.3.19

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 VALHALLA INVESTMENTS PTY LIMITED
ABN 88 008 416 028 by:

Director

JOHN DUDLEY SADDINGTON

Name

Director


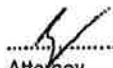
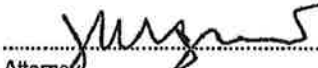
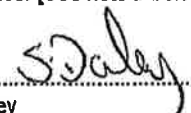
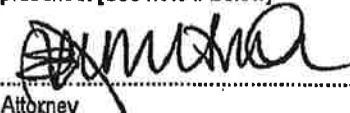
DAVID LEES SADDINGTON

Name

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17618

ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of $\frac{4}{5}$ sheet(s)
Registered:  11.04.2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 100 DP1246277		DP1251415
Subdivision Certificate number: 160032 Date of Endorsement: 19.3.19		
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals - See 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
<p>Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.</p> <p>Signed, sealed and delivered for: ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044 ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023 ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032 ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 Blue Asset Partner Pty Ltd ACN 615 217 493 on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4734 no. 366 at</p>		
 Attorney	 Attorney	
NIGEL PETER JOHN LOWRY	TREVOR MARK ARMSTRONG	
Print Name	Print Name	
I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]	I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]	
 Attorney	 Attorney	
Sharon Lee Daley	Effie Dimitriou	
Print Name	Print Name	
570 GEORGE ST SYDNEY	570 GEORGE ST SYDNEY	
Print Address	Print Address	
# s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 17618		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Registered: 11.04.2019 </div> <div style="width: 50%; text-align: right;"> Office Use Only </div> </div>		<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">DP1251415</div> <div style="font-size: 0.8em;"> 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. </div>
<div style="border: 1px solid black; padding: 5px;"> PLAN OF SUBDIVISION OF LOT 100 DP1246277 </div> <div style="margin-top: 10px;"> Subdivision Certificate number : <u>160032</u> Date of Endorsement : <u>19.3.19</u> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p> SIGNED SEALED AND DELIVERED) FOR AND ON BEHALF OF HUNTER) WATER CORPORATION BY) <u>LAURA MARIE HAILS</u>) ITS DULY CONSTITUTED ATTORNEY) PURSUANT TO POWER OF ATTORNEY) REGISTERED Book. 4753 No. 921)))))))) </p> </div> <div style="width: 50%;"> <p> <u><i>[Signature]</i></u> Attorney Signature <u><i>[Signature]</i></u> Witness Signature <u>MARK RAYMOND HICKEY</u> Name of Witness <u>86 HONEYSUCKLE DR</u> <u>NEWCASTLE</u> Address of Witness </p> </div> </div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 17618		

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

Sheet 1 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated **19.3.19**

Full Name and Address of the
Registered Proprietor of the Land

Valhalla Investments Pty Limited
(ABN 88 008 416 028)
PO Box 83
Broadmeadow NSW 2292

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) read(s), bodies or Prescribed Authorities:
1	Restriction on the Use of the Land (A)	Every lot except lots 109, 135 and 136	Maitland City Council
2	Easement to Drain Water 1.5 Wide (B)	101 103 104 105 123 122 121 133 132 131 130 114 113 112 111 110 109	102 101,102 101,102,103 101,102,103,104 & 106 124 124,123 124,123,122 134 133,134 132,133,134,125 131,132,133,134,125 Part of 136 Designated (XA) 114, Part of 136 designated (XA) 113,114, Part of 136 designated (XA) 112,113,114, Part of 136 designated (XA) 111,112,113,114, Part of 136 designated (XA) 110,111,112,113,114, Part of 136 designated (XA)
3	Right of Access variable width (C)	136	Maitland City Council
4	Restriction on the Use of the Land	101 to 134 inclusive	Maitland City Council
5	Restriction on the Use of the Land	101,102, 126, 128, 130 to 134 inclusive,107, 108,119	Maitland City Council

Sheet 2 of 12

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160022 dated 19.3.19

160032

PART OF LOT 136 DESIGNATED (XB)

4

4

- 4

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

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

Sheet 3 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number

160032 dated 19.3.19

3. Terms of easement, profit of prendre, restriction, or positive covenant numbered 3 in the Plan:

3.1 Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 3 in the Plan:

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

4. Terms of easement, profit of prendre, restriction, or positive covenant numbered 4 in the plan:

4.1 The subject site may be affected by mine subsidence as part of the site has been undermined in the past. It is the responsibility of the Lot owners to carry out any mine subsidence investigations prior to building on the site.

4.2 Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 4 in the Plan:

Maitland City Council

5. Terms of easement, profit of prendre, restriction, or positive covenant numbered 5 in the plan:

5.1 Lots facing Louth Park and Dagworth Roads along the eastern boundary of the road and Lots with a width over 35m shall on the said boundary ~~have fencing of post and wire and timber rail construction~~ NOT BE FENCED WITH ANYTHING OTHER THAN RUST AND WIRE AND TIMBER RAIL CONSTRUCTION

5.2 Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 5 in the Plan:

Maitland City Council

6. Terms of easement, profit of prendre, restriction, or positive covenant numbered 6 in the plan:

6.1 Dwelling House

6.1.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 200 m² exclusive of car accommodation, external landings and patios.

6.1.2 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.

6.1.3 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.

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

Sheet 4 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated **19.3.19**

6.1.4 No more than one main residential dwelling shall be erected on any lot burdened, nor are ancillary buildings to be used for residential accommodation.

6.1.5 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.

6.2 Fences

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

- a) (Road Boundary) Is erected on any road boundary that fence exceeds 1200mm in height or is constructed of materials other than rural style, post and three rails with or without wire mesh. The upper surface of the top rail being 1200mm high, the middle rail being 820mm high and the lower rail being 470mm high.
- b) (Road to building line) Is erected from the road boundary to the building line as fixed by the Maitland City Council is 1200mm high or is constructed in materials other than rural style post and two rails with wire mesh.
- c) (Other boundaries) Is constructed on a boundary behind the building line that exceeds 1800mm in height or is constructed of materials other than post and wire with wire mesh or post and rail and wire mesh.
- d) Is other than hard wood post and rails.
- e) Has rails other than dimensions of 30mm wide and 140mm high.

6.2.2 Fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not comprise sheet material such as colorbond, fibrous cement or paling fences. This covenant does not preclude safety fencing associated with swimming pools.

6.2.3 No fence shall be erected on a lot burdened unless it is erected without expense to Valhalla Investments Pty Ltd, its successors and permitted assigns.

6.3 Ancillary Buildings

6.3.1 No building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless: -

- a) It is situated at the rear of the dwelling house; and
- b) It has an internal floor area of less than 100 m².
- c) It is less than 4.5 metres in height.

6.3.2 No shed, or other farm type outbuilding shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanised iron or similar material provided that new colorbond metal sheeting may be used in the external walls of a farm

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

Sheet 5 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated **19.3.19**

building where such colorbond metal sheeting has a low reflective index and is of earth tone colours.

6.4 Prohibited activities

- 6.4.1 No obnoxious, noisy or offensive occupation, boarding kennels, boarding facilities, trade or business shall be conducted or carried out on any lot burdened.
- 6.4.2 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.
- 6.4.3 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.
- 6.4.4 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.
- 6.4.5 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 at the rear of the dwelling house erected on the lot burdened.
- 6.4.6 No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.

6.5 Acknowledgement of Covenants

- 6.5.1 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.
- 6.5.2 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 and shall be enforceable against the proprietor of each and every lot from time to time so burdened.
- 6.5.3 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.

6.6 Terms of Restriction on the Use of Land in the plan

- 6.6.1 The owner of each Burdened lot must not: -

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

Sheet 6 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number

160032 dated 19.3.19

- a) subdivide the Burdened lot if the subdivision would create a lot with an area that is less than 1,500 square metres; and
- b) subdivide the Burdened lot so as to create lots in a strata plan or community title scheme; and
- c) erect any habitable building on the Burdened lot outside the relevant building envelope for the lot designated A on the Plan.
- d) erect any more than one dwelling house on the Burdened lot.

6.7 Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 7 in the Plan:

The name of the person or entity having the power to release, vary or modify this Restriction as to User is Valhalla Investments Pty Ltd and if Valhalla Investments Pty Ltd no longer exists, 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.

7. Terms of easement, profit of prendre, restriction, or positive covenant numbered 7 in the plan:

- 7.1 A right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 together with the right to park vehicles upon the right of carriageway.

8. Terms of easement, profit of prendre, restriction, or positive covenant numbered 8 in the plan:

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

9. Terms of easement, profit of prendre, restriction, or positive covenant numbered 9 in the Plan:

- 9.1 **Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 9 in the Plan:**

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

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

Sheet 7 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number

160032

dated 19.3.19

10. Terms of easement, profit of prendre, restriction, or positive covenant numbered 10 in the plan:

Part A

Definitions and interpretation

- 1 (a) The following terms have the following meanings:

Ancillary Works means works ancillary to the Infrastructure whether above, on or below ground.

Authorised Users means Hunter Water's:

- (i) agents;
- (ii) employees;
- (iii) successors and assigns which are authorised to carry out the functions under the *Hunter Water Act 1991*; and
- (iv) All other Persons authorised to act on its or their behalf to do all things reasonably necessary or appropriate to carry out its functions under the *Hunter Water Act 1991*

Burdened Owner means the owner for the time being of the Lot Burdened and any Person having an estate or interest in the Lot Burdened.

Easement Site means that part of the Lot Burdened shown as Easement for Infrastructure on any plan registered with the New South Wales Department of Lands.

Hunter Water means the owner of the Infrastructure and Ancillary Works, its successors and assigns.

Lot Burdened means the land over which the easement is granted.

Person includes a body corporate.

Infrastructure(s) means a pipeline or pipelines for the conveyance of water, recycled water whether above, on or below the ground and all associated apparatus and equipment and any ancillary works.

Part B

Easement for Infrastructure

- 2 Hunter Water and its Authorised Users may:

- (a) Construct, lay, maintain, repair, renew, cleanse, inspect, replace, divert or alter the position of any Infrastructure or any Ancillary Works in the Easement Site; and
- (b) Convey or permit the conveyance of water or recycled water through the Infrastructure within the Easement Site.

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

Sheet 8 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number

160032 dated 19.3.19

Part C

General provisions of easement

- 3 For the purpose of exercising its rights under this easement, Hunter Water and its Authorised Users, may:
 - (a) enter the Lot Burdened, with or without vehicles, plant and equipment, for any purpose permitted by this easement.
 - (b) do anything reasonably necessary to obtain access to and pass along to the Easement Site.
 - (c) do anything reasonably necessary for the exercise of Hunter Water's rights under this easement.
- 4 The Burdened Owner acknowledges that ownership of any Infrastructure or other Ancillary Works located in the Easement Site remains with Hunter Water.
- 5 Hunter Water covenants with the Burdened Owner that:
 - (a) it will promptly repair the Infrastructure or any Ancillary Works on receiving your request to do so by the Burdened Owner;
 - (b) in exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened;
 - (c) it will procure that any damage caused to the surface of the Lot Burdened is restored as nearly as practicable to its original condition; and
 - (d) subject to its rights under this easement, it will procure that the Burdened Owner's reasonable use or occupation of the Lot Burdened is not impeded.
- 6 Subject to its foregoing rights under this easement, the Burdened Owner covenants with Hunter Water that it will not:
 - (a) do or allow anything which will interfere with, damage, or destroy the Infrastructure or will interfere with the effective operation of the Infrastructure or any Ancillary Work;
 - (b) obstruct Hunter Water in the exercise of its rights under this easement; or
 - (c) place any structures or improvements on the Easement Site without first seeking the consent in writing of Hunter Water which may be withheld in the absolute discretion of Hunter Water.

11. Terms of easement, profit of prendre, restriction, or positive covenant numbered 11 in the plan:

The area designated (H) in the Plan is to be maintained as an 'Asset Protection Zone' 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'.

12. Terms of easement, profit of prendre, restriction, or positive covenant numbered 12 in the plan:

- 12.1 Full and free right for Valhalla Investments Pty Limited and its employees, assigns and agents to have an entrance feature erected within the easement and enter upon

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

Sheet 9 of 12

Plan:

DP1251415Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated **19.3.19**

the land so designated to undertake repairs, maintenance and like services for the continued maintenance of the entrance feature.

12.2 Except for the entrance feature at the date of registration of this instrument, no fence, landscaping or structure of any kind may be erected within the area designated (J) on the plan without the written permission of Valhalla Investments Pty Limited.

13. **Terms of easement, profit of prendre, restriction, or positive covenant numbered 13 in the Plan:**

13.1 **Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 13 in the Plan:**

Maitland City Council

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

Signature of delegate

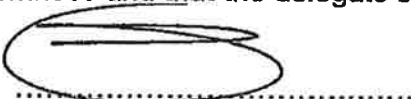


Name of delegate

Leanne Harris

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

Signature of Witness



Name of Witness

Patricia Stern

Address of Witness

285-287 High Street, Maitland

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

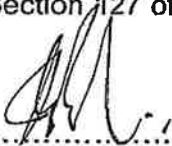
Sheet 10 of 12

Plan:

DP1251415

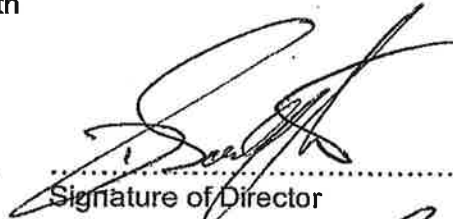
Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated 19.3.19

Executed by VALHALLA INVESTMENTS PTY LIMITED
(ABN 88 008 416 028) in accordance with
Section 127 of the Corporations Act.



Signature of Director

JOHN DUDLEY SADDINGTON



Signature of Director

DAVID LEES SADDINGTON

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

SHEET 11 OF 12

~~Sheet 9 of 9~~

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated 19.3.19

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for:

ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044

ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023

ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032

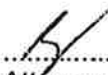
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078

Blue Asset Partner Pty Ltd ACN 615 217 493

on behalf of Alpha Distribution Ministerial Holding Corporation

pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015

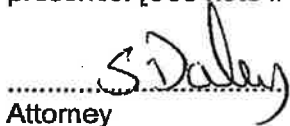
by its attorneys under power of attorney registered book 4734 no. 366 at


.....
Attorney

NIGEL PETER JOHN LOWRY

.....
Print Name


I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]



.....
Attorney

Sharon Lee Daley

.....
Print Name

570 GEORGE ST

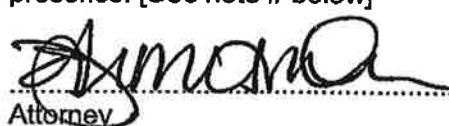

.....
Print Address


.....
Attorney

TREVOR MARK ARMSTRONG

.....
Print Name


I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]


.....
Attorney

Effie Dimitriou

.....
Print Name

570 GEORGE ST


.....
Print Address

s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

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

Sheet 12 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated 19.3.19

Executed by **HUNTER WATER CORPORATION**

SIGNED SEALED AND DELIVERED
FOR AND ON BEHALF OF HUNTER
WATER CORPORATION BY

LAURA MARIE HAILS
ITS DULY CONSTITUTED ATTORNEY
PURSUANT TO POWER OF ATTORNEY
REGISTERED Book. 4753 No. 921

[Signature]
Attorney Signature

[Signature]
Witness Signature

MARK RAYMOND HICKET
Name of Witness

36 HONEYSUCKLE DR

NEWCASTLE
Witness Address

REGISTERED



11.04.2019

		HEIGHT SCHEDULE			
MARK	AND VALUE	CLASS	ORDER	HEIGHT-DATUM VALUATION	STATE
PM 36/06	9.557	B	2	SCMS ADOPTEO	FOUND
LSM 26/53/27	21.693	LD	N/A		PLACED
LSM 26/53/28	26.821	LD	N/A		PLACED
LSM 26/53/29	26.821	LD	N/A		PLACED
LSM 26/53/30	26.821	LD	N/A		PLACED
PM 11/32	NA	B	2	LSRHS SCMS-DATUM VALUATION	FOUND
DATE OF SCMS AND VALUES: 23/09/2019				HEIGHT-DATUM ADOT	

[illegible]

MARK	MIL COMBINATIONS		CONTRACT SCHEDULE		STATE	METHOD
	EASTING	NORTHING	CLASS	ORDER		
PM 46154	364.664, 935	6.377 827.523	B	2	FOUND	
SSM 45014	364.664, 935	6.377 827.523	A	1	FOUND	
PM 41782	364.787 130	6.377 979.033	A	1	FOUND	
SSM 17782	364.787 130	6.377 979.033	A	1	FOUND	
SSM 30475	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30476	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30478	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30479	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30480	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30481	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30482	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30483	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30484	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30485	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30486	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30487	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30488	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30489	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30490	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30491	364.787 130	6.377 827.523	D	U	FOUND	
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SSM 30494	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30495	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30496	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30497	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30498	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30499	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30500	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30501	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30502	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30503	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30504	364.787 130	6.377 827.523	D	U	FOUND	
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SSM 30506	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30507	364.787 130	6.377 827.523	D	U	FOUND	
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SSM 30509	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30510	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30511	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30512	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30513	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30514	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30515	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30516	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30517	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30518	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30519	364.787 130	6.377 827.523	D	U	FOUND	
SSM 30520	364.787 130	6.377 827.523	D	U	FOUND	

DATE OF SCANS COMPLETION: 21/09/2018

MIL A: 2006.56

MIL B: DATUM 004.9%

CONTRACT SCALE FACTOR: 0.999822

ARC TABLE				
Number	Chord Bearing	Chord Distance	Arc Length	Radius
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30	124°32'54"	91.535	93.45	134

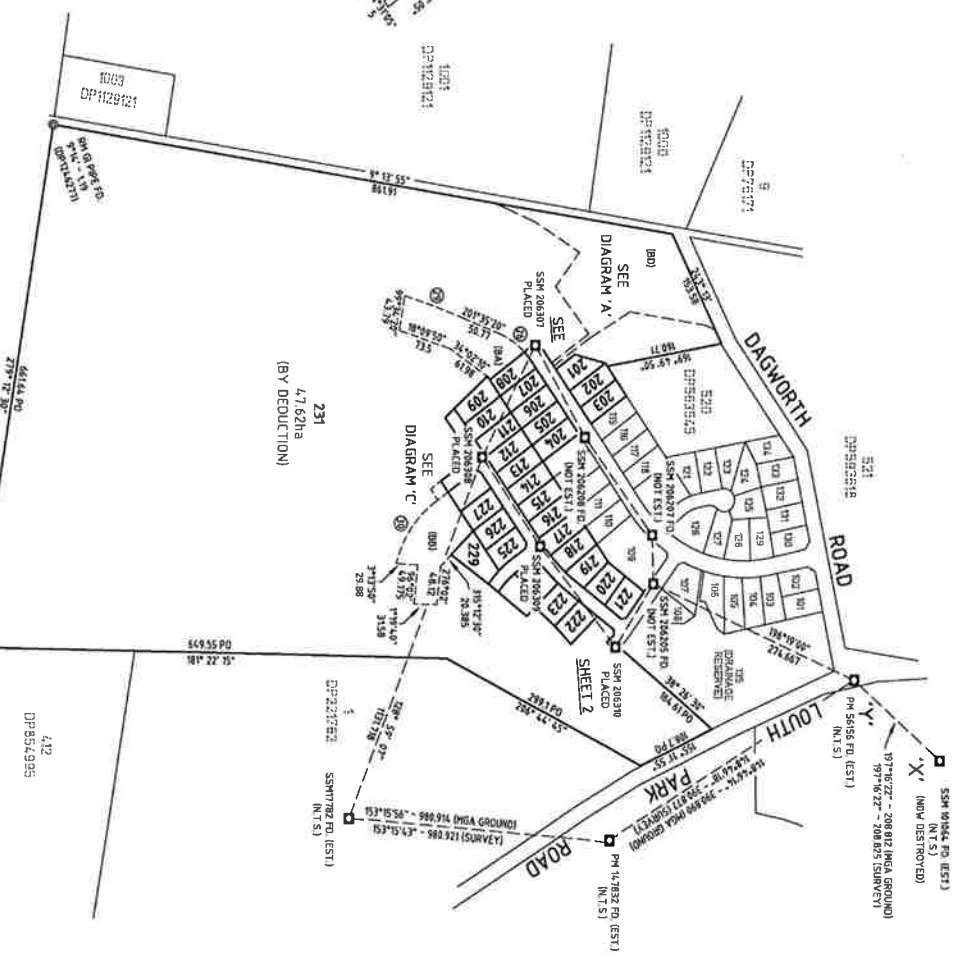
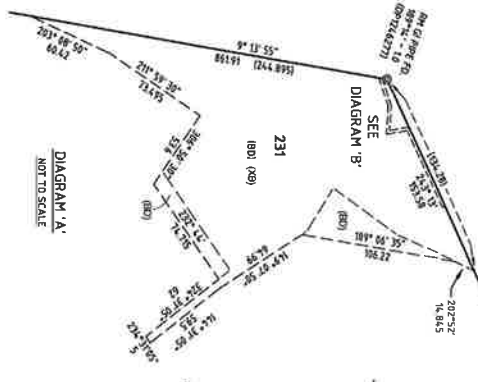
SURVEYOR
Name: THOMAS F CAMPBELL
Date: 23/09/2019
Reference: 17913

PLAN OF SUBDIVISION OF LOT 136 DP1251415

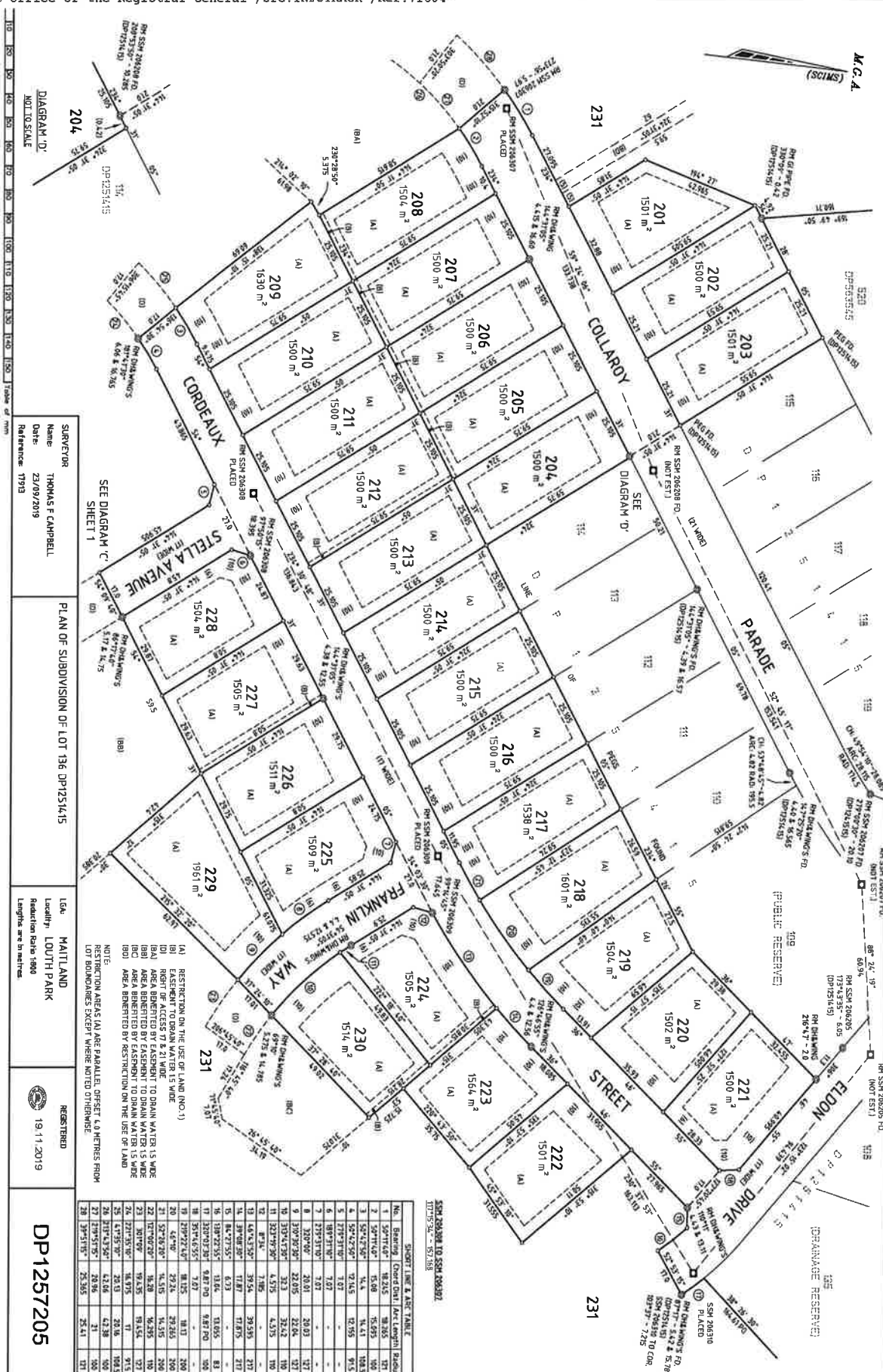
LGA: MAITLAND
Locality: LOUTH PARK
Reduction Ratio 1:4,000
Lengths are in metres

19.11.2019

DP1257205



DP4257205



SURVEYOR	
Name:	THOMAS F CAMPBELL
Date:	23/09/2019
Reference:	17913




PLAN OF SUBDIVISION OF LOT 136 DP1251415

LGA: MAITLAND
Locality: LOUTH PARK
Reduction Ratio: 1:800
Lengths are in metres.


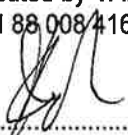

REGISTERED
19.11.2019

DP1257205

ePlan

PLAN FORM 6 (2018)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
<p>Registered:  19.11.2019</p> <p>Title System: TORRENS</p>		Office Use Only		Office Use Only	
<p>PLAN OF SUBDIVISION OF LOT 136 DP1251415</p>		<p>LGA: MAITLAND</p> <p>Locality: LOUTH PARK</p> <p>Parish: MAITLAND</p> <p>County: NORTHUMBERLAND</p>		<p>DP1257205</p>	
<p>Survey Certificate</p> <p>I, THOMAS F CAMPBELL of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (being/*excluding**..... LOT 231.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on 23/09/2019 the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep-Mountainous-</p> <p>Signature:  Dated: 5/10/2019.....</p> <p>Surveyor Identification No: 8704.....</p> <p>Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p>* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>		<p>Subdivision Certificate</p> <p>I, DAVID SIMM *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number:</p> <p>Consent Authority: Maitland City Council.....</p> <p>Date of endorsement: 4.11.19.....</p> <p>Subdivision Certificate number: 160032.....</p> <p>File number: DA16 0032.....</p> <p>* Strike through if inapplicable</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1251415 DP 1246277</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE CORDEAUX STREET, FRANKLIN WAY, STELLA AVENUE, AND THE EXTENSION OF COLLAROY PARADE TO THE PUBLIC AS PUBLIC ROAD.</p>			
<p>Surveyor's Reference: 17913</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>			

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)																																																																																																																																																																					
<div style="display: flex; justify-content: space-between;"> <div style="width:45%;"> <p>Registered: 19.11.2019</p> <p>PLAN OF SUBDIVISION OF LOT 136 DP1251415</p> <p>Subdivision Certificate number : <u>160032</u></p> <p>Date of Endorsement : <u>4.11.19</u></p> </div> <div style="width:50%; text-align: center;"> <p>Office Use Only</p> <p style="font-size: 2em; font-weight: bold;">DP1257205</p> <p>Office Use Only</p> </div> </div>		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - See 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 																																																																																																																																																																					
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. RESTRICTION ON THE USE OF LAND (A) 2. EASEMENT TO DRAIN WATER 1.5 WIDE (B) 3. RESTRICTION ON THE USE OF LAND 4. RESTRICTION ON THE USE OF LAND 5. RESTRICTION ON THE USE OF LAND 6. RESTRICTION ON THE USE OF LAND 7. EASEMENT FOR WATER SUPPLY 2 WIDE (C) 8. RIGHT OF ACCESS 17 & 21 WIDE (D) <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO RELEASE:-</p> <ol style="list-style-type: none"> 1. RIGHT OF ACCESS VARIABLE WIDTH (DP1251415) 																																																																																																																																																																							
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PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
<div>Office Use Only</div> <div>Registered:  19.11.2019</div>		<div>Office Use Only</div> <div>DP1257205</div>
PLAN OF SUBDIVISION OF LOT 136 DP1251415		<div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals - See 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number : 160032		
Date of Endorsement : 4.11.19		
<div>Executed by VALHALLA INVESTMENTS PTY LIMITED ABN 88 008 416 028 by:</div> <div><div> Director JOHN DOOLEY SADDINGTON Name</div><div> Director DAVID SADDINGTON Name</div></div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 17913		

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

Sheet 1 of 8

Plan:

DP1257205

Plan of Subdivision of Lot 136 DP1251415
 covered by
 Subdivision Certificate No **160032**
 Dated **4.11.19**

**Full Name and Address of the
 Registered Proprietor of the Land**

Valhalla Investments Pty Limited
 (ABN 88 008 416 028)
 PO Box 83
 Broadmeadow NSW 2292

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) read(s), bodies or Prescribed Authorities:
1	Restriction on the Use of the Land (A)	Part of Lots 201 to 230 inclusive	Maitland City Council
2	Easement to drain water 1.5 wide (B)	208 207 206 205 212 227 230 224	Part of Lot 231 designated BA Part of Lot 231 designated BA, 208 Part of Lot 231 designated BA, 208,207 Part of Lot 231 designated BA, 208,207,206 Part of Lot 231 designated BA, 208,207,206,205 Part of Lot 231 designated BB Part of Lot 231 designated BC Part of Lot 231 designated BC, 230
3	Restriction on the Use of the Land	201 to 230 inclusive	Maitland City Council
4	Restriction on the Use of the Land	220,223,224	Maitland City Council
5	Restriction on the Use of the Land	231	Maitland City Council
6	Restriction on the Use of the Land	Every lot except lot 231	Part of Lot 231 designated (BD)
7	Easement for Water Supply 2 wide (C)	231	1000/1129121, 9/76171 and 1/195261
8	Right of Access 17 & 21 wide (D)	231	Maitland City Council

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

Sheet 2 of 8

Plan:
DP1257205

Plan of Subdivision of Lot 136 DP1251415
covered by
Subdivision Certificate No **160032**
Dated **4.11.19**

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 released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Right of Access variable width (DP 1251415)	136/1251415	Maitland City Council

Part 2 (Terms)

1. Terms of easement, profit of prendre, restriction, or positive covenant numbered 1 in the Plan:

- 1.1 No building shall be constructed outside the nominated building envelope being areas designated (A) on the Plan.
- 1.2 **Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 1 in the plan:**

Maitland City Council

2. Terms of easement, profit of prendre, restriction, or positive covenant numbered 2 in the Plan:

- 2.1 Easement to drain water ^{wide} 1.5_A designated (B) on the Plan.
- 2.2 **Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 2 in the plan:**

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

3. Terms of easement, profit of prendre, restriction, or positive covenant numbered 3 in the Plan:

- 3.1 The subject site may be affected by mine subsidence as part of the site has been undermined in the past. It is the responsibility of the Lot owners to carry out any mine subsidence investigations prior to building on the site.
- 3.2 **Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 3 in the plan:**



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

Sheet 3 of 8

Plan:

DP1257205

Plan of Subdivision of Lot 136 DP1251415
covered by
Subdivision Certificate No **160032**
Dated **4.11.19**

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

4. Terms of easement, profit of prendre, restriction, or positive covenant numbered 4 in the Plan:

- 4.1 Lots with a width over 35m shall, on the said boundary, not be fenced with anything other than post and wire and timber rail construction.
- 4.2 **Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 4 in the plan:**

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

5. Terms of easement, profit of prendre, restriction, or positive covenant numbered 5 in the Plan:

- 5.1 The floor level of dwellings being constructed will be not be less than the adopted Flood Planning Level ("FPL") or 500mm above the 1% Annual Exceedance Probability ("AEP") flood event or at a level otherwise approved by Maitland City Council.
- 5.2 **Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 5 in the plan:**

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

6. Terms of easement, profit of prendre, restriction, or positive covenant numbered 6 in the Plan:

6.1 Dwelling House

- 6.1.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 200m² exclusive of car accommodation, external landings and patios.
- 6.1.2 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.
- 6.1.3 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 Colourbond. Untreated zincalume is prohibited.
- 6.1.4 No more than one main residential dwelling shall be erected on any lot burdened, nor are ancillary buildings to be used for residential accommodation.

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

Sheet 4 of 8

Plan:

DP1257205

Plan of Subdivision of Lot 136 DP1251415
covered by
Subdivision Certificate No **160032**
Dated **4.11.19**

- 6.1.5 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.

6.2 Fences

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

- a) (Road Boundary) Is erected on any road boundary that fence exceeds 1200mm in height or is constructed of materials other than rural style, post and three rails with or without wire mesh. The upper surface of the top rail being 1200mm high, the middle rail being 820mm high and the lower rail being 470mm high.
- b) (Road to building line) Is erected from the road boundary to the building line as fixed by the Maitland City Council is 1200mm high or is constructed in materials other than rural style post and two rails with wire mesh.
- c) (Other boundaries) Is constructed on a boundary behind the building line that exceeds 1800mm in height or is constructed of materials other than post and wire with wire mesh or post and rail and wire mesh.
- d) Is other than hard wood post and rails.
- e) Has rails other than dimensions of 30mm wide and 140mm high.

- 6.2.2 Fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not comprise sheet material such as colourbond, fibro cement or paling fences. This covenant does not preclude safety fencing associated with swimming pools.

- 6.2.3 No fence shall be erected on a lot burdened unless it is erected without expense to Valhalla Investments Pty Ltd, its successors and permitted assigns.

6.3 Ancillary Buildings

- 6.3.1 No building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless:-

- a) It is situated at the rear of the dwelling house; and
- b) It has an internal floor area of less than 100 m².
- c) It is less than 4.5 metres in height.

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

Sheet 5 of 8

Plan:

DP1257205

Plan of Subdivision of Lot 136 DP1251415
covered by
Subdivision Certificate No **160032**
Dated **4.11.19**

6.3.2 No shed, or other farm type outbuilding shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanised iron or similar material provided that new colourbond metal sheeting may be used in the external walls of a farm building where such colourbond metal sheeting has a low reflective index and is of earth tone colours.

6.4 Prohibited activities

6.4.1 No obnoxious, noisy or offensive occupation, boarding kennels, boarding facilities, trade or business shall be conducted or carried out on any lot burdened.

6.4.2 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.

6.4.3 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.

6.4.4 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.

6.4.5 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 at the rear of the dwelling house erected on the lot burdened.

6.4.6 No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.

6.5 Acknowledgement of Covenants

6.5.1 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.

6.5.2 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 and shall be enforceable against the proprietor of each and every lot from time to time so burdened.

6.5.3 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.



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

Sheet 6 of 8

Plan:
DP1257205

Plan of Subdivision of Lot 136 DP1251415
covered by
Subdivision Certificate No **160032**
Dated **4.11.19**

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.

6.6 Terms of Restriction on the Use of Land in the plan

6.6.1 The owner of each Burdened lot must not:-

- a) subdivide the Burdened lot if the subdivision would create a lot with an area that is less than 1,500 square metres; and
- b) subdivide the Burdened lot so as to create lots in a strata plan or community title scheme; and
- c) erect any habitable building on the Burdened lot outside the relevant building envelope for the lot designated A on the Plan.
- d) erect any more than one dwelling house on the Burdened lot.

6.7 Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 6 in the plan:

The name of the person or entity having the power to release, vary or modify this Restriction on the use of land is Valhalla Investments Pty Ltd and if Valhalla Investments Pty Ltd no longer exists, 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.

7. Terms of easement, profit of prendre, restriction, or positive covenant numbered 8 in the Plan:

7.1 Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 8 in the plan:

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



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

Sheet 7 of 8

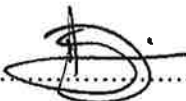
Plan:

DP1257205

Plan of Subdivision of Lot 136 DP1251415
covered by
Subdivision Certificate No **160032**
Dated **4.11.19**

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

Signature of delegate



Name of delegate

DAVID SIMM

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

Signature of Witness



Name of Witness

KAREN SCHRODER

Address of Witness

285 HIGH STREET MAITLAND



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

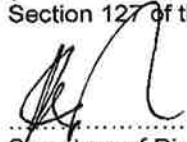
Sheet 8 of 8

Plan:

DP1257205

Plan of Subdivision of Lot 136 DP1251415
covered by
Subdivision Certificate No 160032
Dated 4.11.19

**Executed by VALHALLA INVESTMENTS PTY LIMITED
(ABN 88 008 416 028) in accordance with
Section 127 of the Corporations Act.**



Signature of Director

JOHN DUDLEY SADDINGTON

Name of Director



Signature of Director

DAVID SADDINGTON

Name of Director

REGISTERED



19.11.2019

Form: 11R
Release: 4-1

THEORY

**New South Wales
Real Property Act 1900**



AM375253W

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

- (A) STAMP DUTY

If applicable, Office of State Revenue use only

- (B) TORRENS TITLE

2000/1129126 and 2001/1129126

- (C) REGISTERED DEALING

Number

Torrents Title

- (D) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

Box
BOX 308

L J KANE & CO
L J PN 123818G

References:

CODE

R

- .(E) APPLICANT**

VALHALLA INVESTMENTS PTY LIMITED ACN 008 416 028

- (F) **NATURE OF REQUEST**

Registration of Planning Agreement pursuant to s93H Environmental Planning and Assessment Act 1979

- (G) TEXT OF REQUEST

Planning Agreement annexed hereto and dated 20 April 2017.

ON
PLA

DATE _____

- (H)**

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name:
Signatory's capacity:

John Dudley Saddington
solicitor

- (I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.
The applicant's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under
eNOS ID No. [] Full name: [] Signature: []

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

CT 15 - 30P

130

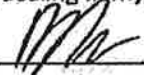
1903
Wm
R. Ry

ANNEXURE "A" TO REQUEST

PARTIES: VALHALLA INVESTMENTS PTY LTD ACN 008 416 028

Dated: _____

I certify I am an eligible witness and that the authorised officer of the applicant signed this dealing in my presence.



Signature of witness:

PATRICK DOYLE

Name of witness:

320 PITT STREET, SYDNEY

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:


Authorised officer's name:

Authority of officer:

Signing on behalf of:

MINISTER FOR PLANNING (ABN 38 755 709 681)

SIGNED by BRENDAN NELSON as delegate
for the Minister for Planning and Environment
administering the
Environmental Planning and Assessment Act, 1979



-Page 1 of 27

Planning Agreement

Environmental Planning and Assessment Act 1979



Minister for Planning (ABN 38 755 709 681)

and

Valhalla Investments Pty. Limited (ACN 008 416 028)



54892619_A BSH

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This deed is dated

20 APRIL 2017

Parties:

Minister

Minister for Planning (ABN 38 755 709 681)
of Level 15, 52 Martin Place, Sydney, New South Wales 2000

Developer

Valhalla Investments Pty. Limited (ACN 008 416 028)
of 75 Lambton Road, Broadmeadow, New South Wales 2292



Introduction:

- A The Developer owns the Land.
- B The Developer proposes to carry out the Development on the Land.
- C The Developer has made a Development Application to the Consent Authority in respect of the Land.
- D Clause 6.1 of the LEP provides that the Consent Authority must not grant Development Consent to the Development unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of designated State infrastructure referred to in clause 6.1 of the LEP.
- E The Developer has offered to enter into this deed with the Minister to secure the Development Contribution in order to enable the Secretary to provide the certification required by the LEP.

It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this deed, unless the context clearly indicates otherwise:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Bank Guarantee means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
 - (b) on terms acceptable to the Minister, in the Minister's absolute discretion,
- to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Base CPI means the CPI number for the quarter ending 31 March 2011.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

Consent Authority means Maitland City Council.

Contribution Amount means the amount of the monetary contribution to be paid by the Developer as described in Schedule 4.

CPI means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician, or if that index no longer exists, any similar index that the Minister specifies, in his or her sole discretion, for the purposes of this deed.

CPI Adjustment Date means 1 July 2012 and each anniversary of 1 July 2012.

Current CPI means the CPI number for the quarter ending immediately before 31 March in the year in which the relevant adjustment is made.

Developer means the Developer unless otherwise specified in this deed.

Development means the subdivision of the Land into 175 lots (173 residential lots, 1 drainage reserve and 1 residue lot) over 7 stages generally in accordance with Development Application DA16/32 which has been lodged with the Consent Authority.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means the contributions to be provided by the Developer in accordance with Schedule 4.

Explanatory Note means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

General Register of Deeds means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

GST means any form of goods and services tax payable under the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the land described in Schedule 3.

LEP means the *Maitland Local Environmental Plan 2011*.

Mediation Program means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

Minister means the Minister for Planning and includes the Secretary and the Secretary's nominee.

Planning Application means:

- (a) a Development Application; or
 - (b) any other application required under the Act,
- which seeks approval for the subdivision of the Land.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens title register maintained under the Real Property Act.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Satisfactory Arrangements Certificate means a certificate issued by the Secretary that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure in accordance with clause 6.1 of the LEP.

Secretary means the Secretary of the Department of Planning and Environment.

Security means a Bank Guarantee.

SIC Amount means the amount of a monetary contribution calculated in accordance with a Special Infrastructure Contribution that would be payable for a stage of the subdivision authorised by the relevant Development Consent had section 94EF of the Act not been excluded by this deed.

Subdivision Certificate has the same meaning as in the Act.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to this deed or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to legislation or a legislative provision includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a body or authority which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the introduction, a clause, a schedule or an annexure is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) clause headings, the introduction and the table of contents are inserted for convenience only and do not form part of this deed;
- (f) the schedules form part of this deed;
- (g) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a natural person includes their personal representatives, successors and permitted assigns;
- (i) a reference to a corporation includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;

- (k) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) including and includes are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) monetary amounts are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Operation and application of this deed

2.1 Operation

This deed commences on the date that this deed is signed by all the parties.

2.2 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 93F of the Act and the parties agree on the matters set out in Schedule 1.

2.3 Application

This deed applies to:

- (a) the Land; and
- (b) the Development.

3. Application of sections 94, 94A and 94EF of the Act

The application of sections 94, 94A and 94EF of the Act are excluded to the extent stated in Schedule 1.

4. Development Contribution

4.1 Developer to provide Development Contribution

The Developer undertakes to provide to the Minister, or the Minister's nominee, the Development Contribution in accordance with the provisions of Schedule 4 to this deed.

4.2 Special Infrastructure Contribution

(a) This clause applies where:

- (i) the Minister determines a special infrastructure contribution (SIC) under section 94EE of the Act for a special contributions area that includes any part of the Land (SIC Determination); and

- (ii) the SIC Determination takes effect on or after the commencement of this deed, but before the Development Contribution has been paid in full.
- (b) If the SIC Amount for a stage of the subdivision authorised by the relevant Development Consent is less than the Contribution Amount that would otherwise be payable under this deed for that stage, then:
 - (i) the Developer is required to pay only the SIC Amount; and
 - (ii) that amount is to be treated as the relevant Contribution Amount for the purposes of clause 4.1 and clauses 1(b) and 2(b) of Schedule 4.
- (c) Clause 4.2(b) applies only to a Contribution Amount that has not been paid and is not due and payable at the time the SIC Determination takes effect. To avoid doubt, the Minister is not required to refund or reimburse any part of the Development Contribution paid before that time.
- (d) In this clause 4.2, a reference to the SIC Amount for a stage of the subdivision authorised by the relevant Development Consent is a reference to the amount of the monetary contribution for that stage calculated in accordance with the SIC Determination, being the amount that would have been payable if the application of section 94EF of the Act had not been excluded by this deed and the Development Consent had been granted before the SIC Determination took effect.

4.3 Acknowledgement

The Developer acknowledges and agrees that, subject to section 93E of the Act, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose despite any provision of this deed to the contrary and has no obligation to repay the Development Contribution; and
- (b) In circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

5. Interest

5.1 Interest for late payment

- (a) If the Developer fails to pay a Contribution Amount (as indexed in accordance with Schedule 4) due to the Minister on the due date for payment, the Developer must also pay to the Minister interest at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.
- (b) Interest is payable on the daily balance of amounts due from the due date for payment of those amounts until all outstanding amounts (including interest on those amounts) have been paid to the Minister.

6. Enforcement

6.1 Developer to provide Security

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by providing the Security to the Minister in accordance with the terms and procedures set out in Schedule 5.

7. Registration

7.1 Registration of deed

- (a) Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense is to take all practical steps and otherwise do anything to procure:
 - (i) the consent of each person, as required by the Registrar-General, who:
 - (A) has an estate or interest in the Land registered under the Real Property Act; or
 - (B) is seized or possessed of an estate or interest in the Land,to the registration of this deed on the title to the Land and to the terms of this deed; and
 - (ii) the execution of any documents;
 - (iii) the production of the relevant certificates of title; and
 - (iv) the lodgement of this deed in a registrable form at the Land and Property Information for registration by the Registrar-General in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.
- (b) The Developer will take all practical steps and otherwise do anything to procure the registration of this deed within three months of the date of this deed in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act, including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.

7.2 Evidence of registration

- (a) The Developer must provide the Minister with evidence of the lodgement of this deed pursuant to clause 7.1(a)(iv) within 10 Business Days of such lodgement at the Land and Property Information.
- (b) The Developer will provide the Minister with a copy of the relevant folio of the Register for the Land and a copy of the registered dealing containing this deed within 10 Business Days of registration of this deed.

7.3 Release and discharge of deed

The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to any part of the Land upon the Developer satisfying all of its obligations under this deed in respect of that part of the Land.

7.4 Developer's interest in Land

The Developer represents and warrants that it is:

- (a) the owner of the Land; or
- (b) legally and beneficially entitled to become the owner of the Land and will become the legal and beneficial owner of the Land, prior to the date that this deed is required to be registered under clause 7.1 of this deed; and

- (c) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 7.1(a)(i) to assist, cooperate and to otherwise do all things necessary for the Developer to comply with its obligations under clause 7.

8. Dispute Resolution

8.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

8.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

8.3 Attempt to resolve

On receipt of notice under clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

8.4 Mediation

If the parties do not agree within 21 Business Days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
 - (b) the timetable for all steps in those procedures; or
 - (c) the selection and compensation of the independent person required for such technique,
- the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

8.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

8.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

8.7 No prejudice

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

9. GST

9.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

9.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

9.3 Reimbursement

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

9.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.

9.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party (Supplier) under or in connection with this deed (the GST Amount), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a tax invoice to the Minister.

9.6 Non monetary consideration

Clause 9.5 applies to non-monetary consideration.

9.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 9.5 the Developer must assume the Minister is not entitled to any input tax credit.

9.8 No merger

This clause does not merge on completion or termination of this deed.

10. Assignment and transfer

10.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or novate its obligations (Assigning Party) must seek the consent of the Minister and:
 - (i) satisfy the Minister (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (Incoming Party) has sufficient assets, resources and expertise required to perform the Assigning Party's obligations under this deed insofar as those obligations are to be novated to the Incoming Party;
 - (ii) procure the execution of an agreement by the Incoming Party with the Minister on terms satisfactory to the Minister (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this deed as though the Incoming Party were the Assigning Party; and
 - (iii) satisfy the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Assigning Party must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.1.

10.2 Right to transfer Land

- (a) The Developer must not sell or transfer to another person (Transferee) the whole or part of any part of the Land:
 - (i) on which this deed remains registered under section 93H of the Act; or
 - (ii) for which the Development Contribution required under this deed remains outstanding.
- (b) Notwithstanding clause 10.2(a) the Developer may sell or transfer the whole or any part of the Land to a Transferee if prior to the proposed sale or transfer the Developer:
 - (i) satisfies the Minister, acting reasonably, that the proposed Transferee has sufficient assets, resources and expertise required to perform any of the remaining obligations of the Developer under this deed or satisfies the Minister, acting reasonably, that the Developer will continue to be bound by the terms of this deed after the transfer has been effected;
 - (ii) procures the execution of an agreement by the Transferee with the Minister on terms satisfactory to the Minister, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee were the Developer; and
 - (iii) satisfies the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (c) The Developer must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.2.

10.3 Replacement Security

Provided that:

- (a) the Developer has complied with clause 10.1 and 10.2; and
- (b) the Transferee or Incoming Party (as the case may be) has provided the Minister with a replacement Security in accordance with the requirements of Schedule 5 and on terms acceptable to the Minister,

the Minister will promptly return the Security to the Developer.

11. Capacity

11.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

11.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

12. Reporting requirement

- (a) By 1 September each year or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report (in a format acceptable to the Secretary) for the period 1 July to 30 June of the preceding financial year which must include the following matters, as applicable:
 - (i) details of all Development Consents and Subdivision Certificates issued in relation to the Development;
 - (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
 - (iii) a forecast in relation to the anticipated progression and completion of the Development;
 - (iv) a compliance schedule showing the details of all Contribution Amounts provided under this deed as at the date of the report and indicating any non-compliance with this deed and the reason for the non-compliance; and
 - (v) when the Developer expects to lodge the next Planning Application.
- (b) Upon the Secretary's request, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary are necessary for the Secretary to assess the status of the Development and the Developer's compliance with this deed.

13. General Provisions

13.1 Entire deed

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

13.2 Variation

This deed must not be varied except by a later written document executed by all parties.

13.3 Waiver

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

13.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this deed.

13.5 Time for doing acts

(a) If:

- (i) the time for doing any act or thing required to be done; or
- (ii) a notice period specified in this deed,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

13.6 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

13.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

13.8 Preservation of existing rights

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

13.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, does not merge on the occurrence of that event but remains in full force and effect.

13.10 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

13.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

13.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

13.13 No fetter

Nothing in this deed is to be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

13.14 Explanatory note

The Explanatory Note must not be used to assist in construing this deed.

13.15 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (d) The Developer must provide the Minister with bank cheques, or an alternative method of payment if agreed with the Minister, in respect of the Minister's costs pursuant to clauses 13.15(a) and (b):
 - (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or

- (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

13.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (Notice) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
 - (i) hand delivered; or
 - (ii) sent by facsimile transmission; or
 - (iii) sent by prepaid ordinary mail within Australia; or
 - (iv) in the case of a Notice to be given by the Minister or Secretary, sent by email.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
 - (ii) sent by facsimile and the sending party's facsimile machine reports that the facsimile has been successfully transmitted;
 - (A) before 5 pm on a Business Day, on that day;
 - (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or
 - (C) on a day that is not a Business Day, on the next Business Day after it is sent; or
 - (iii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
 - (iv) sent by email:
 - (A) before 5 pm on a Business Day, on that Day;
 - (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or
 - (C) on a day that it is not a Business Day, on the next Business Day after it is sent, and the sender does not receive a delivery failure notice.

Schedule 1

Table 1 - Requirements under section 93F of the Act (clause 2.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

REQUIREMENT UNDER THE ACT	THIS DEED
Planning instrument and/or development application – (section 93F(2)) The Developer has: <ul style="list-style-type: none"> (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies. 	<ul style="list-style-type: none"> (a) No (b) Yes (c) No
Description of land to which this deed applies – (section 93F(3)(a))	See Schedule 3
Description of development to which this deed applies – (section 93F(3)(b))	See definition of Development in clause 1.1
Description of change to the environmental planning instrument to which this deed applies – (section 93F(3)(b))	Not applicable
The scope, timing and manner of delivery of contribution required by this deed – (section 93F(3)(c))	See Schedule 4
Applicability of sections 94 and 94A of the Act – (section 93F(3)(d))	The application of sections 94 and 94A of the Act is not excluded in respect of the Development.
Applicability of section 94EF of the Act – (section 93F(3)(d))	The application of section 94EF of the Act is excluded in respect of the Development.
Consideration of benefits under this deed if section 94 applies – (section 93F(3)(e))	No
Mechanism for Dispute Resolution – (section 93F(3)(f))	See clause 8
Enforcement of this deed – (section 93F(3)(g))	See clause 6
No obligation to grant consent or exercise functions – (section 93F(10))	See clause 13.13

Table 2 – Other matters

REQUIREMENT UNDER THE ACT	THIS DEED
Registration of the Planning Agreement – (section 93H of the Act)	Yes (see clause 7)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes (see clause 3 of Schedule 4)

Schedule 2

Address for Service (clause 1.1)

Minister

Contact: The Secretary
Address: Department of Planning and Environment
Level 27, 320 Pitt Street
SYDNEY NSW 2000
Email: PlanningAgreements@planning.nsw.gov.au

Developer

Contact: John Saddington
Address: 75 Lambton Road
BROADMEADOW NSW 2292
Facsimile No: (02) 4929 3021
Email: Johns@ossad.com.au

Schedule 3

Land (clause 1.1)

1. Lots proposed for development

Lots 2000 and 2001 in Deposited Plan 1129126

Schedule 4

Development Contributions (clause 4)

1. Development Contributions

- (a) For the purposes of this Schedule, Net Developable Area, in relation to a part of the Land means the net developable area of that part as defined and determined in accordance with Schedule 6.
- (b) The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

Development Contribution	Value	Timing
Contribution Amount - Cash contribution towards designated State public Infrastructure	\$72,440 per hectare of Net Developable Area for any part of the Land to which a Subdivision Certificate application relates.	Pursuant to clause 3 of this Schedule 4

- (c) The Minister and Developer acknowledge and agree that the sum of the Contribution Amounts form the Development Contribution under this deed.

2. Calculation of the value of a Contribution Amount

- (a) Each Contribution Amount will be an amount equal to the sum represented by "X" in the following formula:

$$X = N \times \$72,440$$

"N" means the number of hectares comprised in the Net Developable Area of the part of Land to which a Subdivision Certificate application relates.

- (b) On the CPI Adjustment Date, each Contribution Amount is to be adjusted by multiplying the Contribution Amount payable (as previously adjusted in accordance with this clause, where relevant) by an amount equal to the Current CPI divided by the Base CPI.

3. Payment of Contribution Amounts

- (a) The Developer must pay to the Minister or the Minister's nominee each Contribution Amount prior to the issue of the relevant Subdivision Certificate.
- (b) The Developer must provide the Minister with not less than 10 Business Days' written notice of its intention to lodge an application for the relevant Subdivision Certificate.
- (c) The parties agree that the requirement to make a payment under this clause is a restriction on the issue of the relevant Subdivision Certificate within the meaning of section 109(1)(c1) of the Act.

Schedule 5

Security terms (clause 6)

1. Developer to provide Security

- (a) In order to secure the payment or performance of the Development Contribution the Developer has agreed to provide the Security.
- (b) The Security must:
 - (i) name the "Minister for Planning" and the "Department of Planning and Environment ABN 38 755 709 681" as the relevant beneficiaries; and
 - (ii) not have an expiry date.

2. Security

- (a) At the time the Developer signs this deed, the Developer must provide the Security to the Minister having a face value amount of \$20,000 (Security Amount) in order to secure the Developer's obligations under this deed.
- (b) From the date of execution of this deed until the date that the Developer has provided the Development Contribution, the Minister is entitled to retain the Security.

3. Claims under Bank Guarantees

- (a) The Minister may:
 - (i) call upon the Security where the Developer has failed to pay a Contribution Amount for the Development on or after the date for payment under this deed; and
 - (ii) retain and apply such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon the Security the Minister must give the Developer not less than 10 Business Days written notice of his or her intention to call upon the Security.
- (c) If:
 - (i) the Minister calls upon the Security; and
 - (ii) applies all or part of such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and
 - (iii) has notified the Developer of the call upon the Security in accordance with clause (b) of this Schedule 5,

then the Developer must provide to the Minister a replacement Security to ensure that at all times until the date that the Security is released in accordance with clause 4 of this Schedule, the Minister is in possession of Security for a face value equivalent to the Security Amount.

4. Release of Security

If:

- (a) the Developer has satisfied all of its obligations under this deed secured by the Bank Guarantee; and
- (b) the whole of the monies secured by the Bank Guarantee has not been expended and the monies accounted for in accordance with clause 2 of this Schedule 5,

then the Minister will promptly return the Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Bank Guarantee (as the case may be), to the Developer.

Schedule 6

Definition of Net Developable Area (Schedule 4, clauses 1 and 2)

1. The net developable area of a part of the land (*the net developable area for the proposed subdivision*) is the area of land, in hectares, shown on the proposed plan of subdivision (that is, the area to which the relevant application for a subdivision certificate for that part of the Land relates), subject to the other provisions of this Schedule 6.
2. The net developable area does not include the area of any land that the proposed subdivision reserves, dedicates or otherwise sets aside as, or for the purpose of, any of the following:
 - (a) school;
 - (a) TAFE establishment;
 - (b) emergency services facility;
 - (c) health services facility owned or operated by a public authority;
 - (d) golf course;
 - (e) passenger transport facility;
 - (f) place of public worship;
 - (g) public open space, including a public reserve (within the meaning of the *Local Government Act 1993*);
 - (h) drainage reserve (within the meaning of the *Local Government Act 1993*);
 - (i) public utility undertaking;
 - (j) bus depot;
 - (k) recreation area;
 - (l) cemetery (within the meaning of the *Cemeteries and Crematoria Act 2013*);
 - (m) public roads; and
 - (n) public amenities or public services, in connection with which development contributions have been imposed under section 94 or section 94A of the Act or may be imposed in accordance with a contributions plan approved under section 94EA of the Act.
3. The following areas of land are not to be included in the calculation of the net developable area for the proposed subdivision:
 - (a) any area of land that is at or below the level of a 1:100 ARI (average recurrent interval) flood event, if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of it being at or below that level;
 - (b) any area of land that is identified as public open space in a development control plan or in a contributions plan approved under section 94EA of the Act;
 - (c) any area of land that is within Zone E2 Environmental Conservation;
 - (d) any area of land within the curtilage of a building listed on the State Heritage Register;
 - (e) any area of land this is within an asset protection zone:
 - (i) that is specified in a bush fire safety authority issued under the *Rural Fires Act 1997*; or

- (ii) that is required to be established by the development consent relating to the subdivision,
if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of it being within that zone;
 - (f) an area of land that is subject to an easement in favour of a public utility undertaking for the purpose of the supply of the utility service to the public as shown on the title to that land or as confirmed in writing by the public utility undertaking, if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of the easement; and
 - (g) any area of land that is within a public transport corridor (other than a road corridor) as shown on a Land Zoning Map for the purposes of an environmental planning instrument or a development control plan made under the Act, if the Secretary is satisfied that the area is unsuitable for development for the purposes of the subdivision by virtue of it being within the public transport corridor.
4. The net developable area does not include the area of any lot in the proposed plan of subdivision that may be further subdivided (other than under a strata scheme) in accordance with the development consent relating to the subdivision.
5. The net developable area does not include the area of any lot in the proposed plan of subdivision that the Secretary has determined (in writing), at the Secretary's discretion and having regard to the relevant planning controls, will be further subdivided (other than under a strata scheme) in accordance with a future development consent for the purpose of the orderly development of the land for urban purposes in the future.
6. If a proposed lot contains an existing lawful habitable dwelling (being a dwelling that lawfully existed on the proposed lot at the date this deed commences) and:
- (a) is no more than 0.1 hectare, the net developable area does not include the area of the lot, or
 - (b) is more than 0.1 hectare in area, the net developable area is reduced by 0.1 hectare, for the purpose of calculating the net developable area for the proposed subdivision.
7. If a proposed lot is wholly within Zone E3 Environmental Management, Zone E4 Environmental Living or Zone R5 Large Lot Residential and is more than 0.1 hectare, that lot is taken to be 0.1 hectare for the purpose of calculating the net developable area for the proposed subdivision.
8. The parties agree that the Secretary may make any determination required to be made for the purpose of calculating the net developable area for the proposed subdivision in accordance with this clause and, for that purpose, may have regard to any information available at the time, such as construction plans and any measurements made by a registered surveyor of the land concerned.
9. In this Schedule 6, the following words or expressions have the same meanings as they have in the Standard Instrument (that is, the standard instrument for a principal local environmental plan prescribed by the Standard Instrument (Local Environmental Plans) Order 2006 (Standard Instrument):
- (a) emergency services facility;
 - (b) health services facility;
 - (c) passenger transport facility;

- (d) place of public worship;
- (e) public utility undertaking;
- (f) recreation area; and
- (g) school.

10. In this Schedule, a reference to:

- (h) a land use zone is a reference to a land use zone specified in the Standard Instrument and to a land use zone that is equivalent to any such land use zone; and
- (i) curtilage of a building listed on the State Heritage Register is a reference to the curtilage of that building, or the site of that building, as specified or described in the listing of the building on the State Heritage Register kept under Part 3A of the *Heritage Act 1977*; and
- (j) a "strata scheme" means a reference to a strata scheme as that term is defined in the *Strata Scheme (Freehold Development) Act 1973* or a leasehold strata scheme as that term is defined in the *Strata Scheme (Leasehold Development) Act 1985*.

Page 27 of 27.

Execution page

Executed as a deed

Signed, sealed and delivered for and on
behalf of the Minister for Planning ABN 38
755 709 681, in the presence of:

Signature of witness

PATRICK DOYLE

Name of witness in full

320 PITT STREET SYDNEY

Address of witness

SIGNED by BRENDAN NELSON as delegate
for the Minister for Planning and Environment
administering the
Environmental Planning and Assessment Act, 1979

Signature of the Minister for Planning or
delegate

Name of Minister for Planning or delegate

Executed by Valhalla Investments Pty.
Limited ACN 008 416 028 in accordance with
section 127 of the Corporations Act 2001:

Signature of director

JOHN DOOLEY SADDINGTON

Name of director in full

Signature of director/secretary

DAVID LEE SADDINGTON

Name of director/secretary in full

System Document Identification

Form Number:08X-e
Template Number:X_nsw09
ELN Document ID:6527920

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AN397670

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

LODGED BY:

Responsible Subscriber: SPARKE HELMORE LAWYERS ABN 78848387938

Address: MLC Centre
L29, 19 Martin PL
Sydney 2000

Telephone:

PEXA Subscriber Number: 14960

Customer Account Number: 501746Y

Document Collection Box: 1W

Client Reference: AUS096-01715

LAND TITLE REFERENCE

2000/1129126

CAVEATOR

BLUE OP PARTNER PTY LIMITED ACN 612975096

Registered company

570 George ST
Sydney NSW 2000

ERIC ALPHA OPERATOR CORPORATION 1 PTY LIMITED ACN 612975096

Registered company

570 George ST
Sydney NSW 2000

ERIC ALPHA OPERATOR CORPORATION 2 PTY LIMITED ACN 612975121

Registered company

570 George ST
Sydney NSW 2000

ERIC ALPHA OPERATOR CORPORATION 3 PTY LIMITED ACN 612975185

Registered company

570 George ST
Sydney NSW 2000

ERIC ALPHA OPERATOR CORPORATION 4 PTY LIMITED ACN 612975210

Registered company

570 George ST
Sydney NSW 2000

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

DX Address

SPARKE HELMORE LAWYERS

DX 7829 Newcastle

Street Address

SPARKE HELMORE LAWYERS

L 29
MLC Centre
19 Martin PL
Sydney NSW 2000

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

VALHALLA INVESTMENTS PTY LTD
326 Dagworth RD
Louth Park NSW 2320

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the Caveator.
4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.

ESTATE OR INTEREST CLAIMED

Easement

By virtue of: Agreement

Dated: 30/05/2018

Between 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

And VALHALLA INVESTMENTS PTY LTD

Details Supporting The Claim: Equitable interest as grantee of an easement for electricity and other purposes

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 74O Real Property Act 1900.

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

SIGNING

Signing Party Role: Receiving

I certify that:

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator.

Party Represented by Subscriber:

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

Signed By: Helen Murray
PEXA Signer Number: 37082

Signer Capacity: Practitioner Certifier
Digital Signing Certificate Number: 18858

Signed for
Subscriber: PARTNERS OF SPARKE HELMORE ABN 78848387938
SPARKE HELMORE LAWYERS

Subscriber Capacity: Representative Subscriber

PEXA Subscriber Number: 14960

Customer Account Number: 501746

Date: 05/06/2018

'Stage 4' – Draft Documents

ELDON

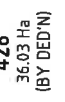


DIAGRAM 'B'

DIAGRAM 'C'

ARC TABLE	
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Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	210°03'15"	68.59	69.54	121
2	198°23'	114.2	114.26	1021

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.

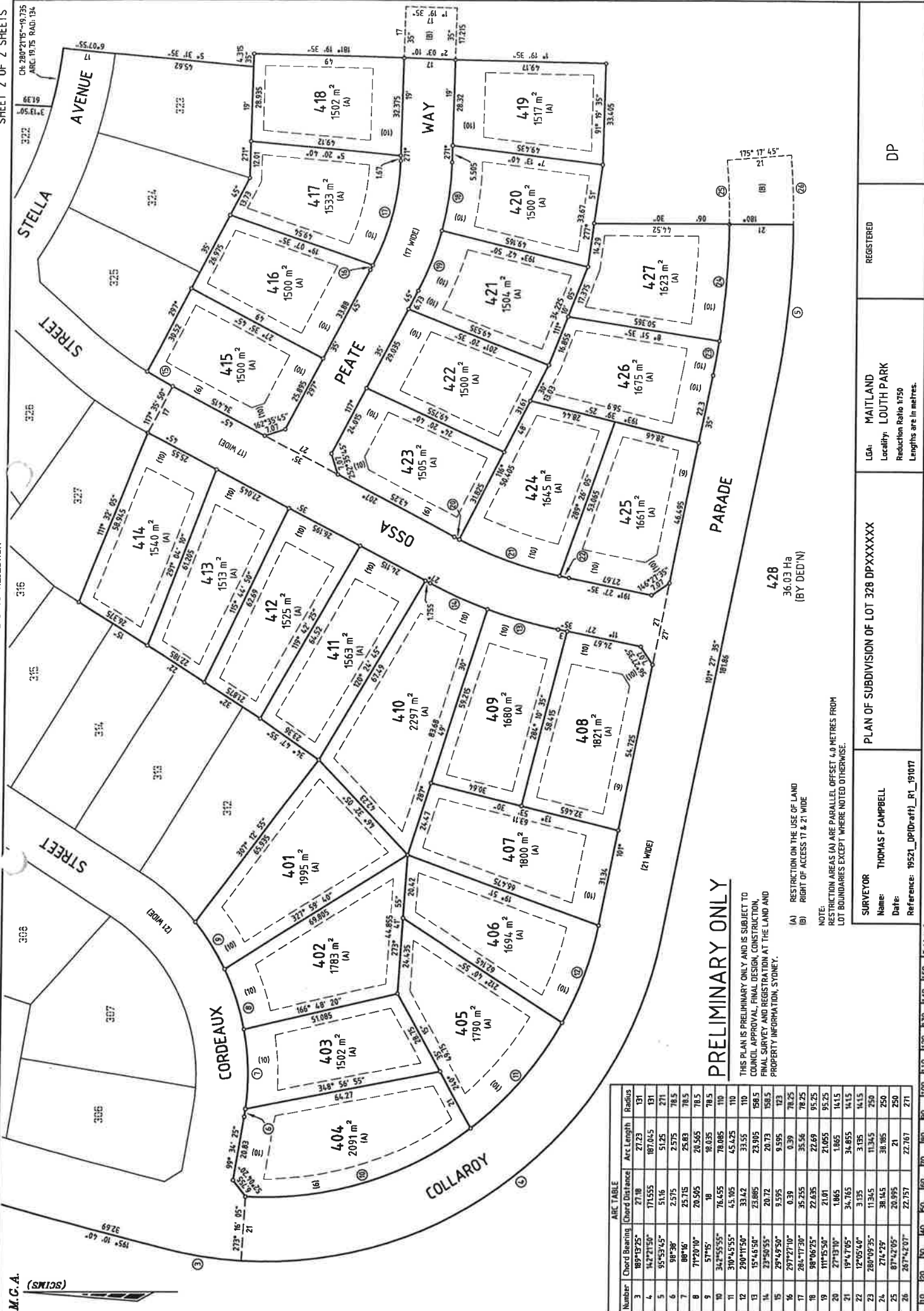
SURVEYOR
Name: THOMAS F CAMPBELL
Date:
Reference: 19521_DP[Draft]_R1_

(M) EASEMENT FOR WATER SUPPLY 2 WIDE (DPXXXXXXX)
(BD) AREA BENEFITED BY RESTRICTION ON THE USE OF LAND

PLAN OF SUBDIVISION OF LOT 328 DPXXXXXX

LGA: MAITLAND
Locality: LOUTH PARK
Reduction Ratio 1:4,000
Lengths are in metres.

REGISTERED	
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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, STONEY.

- (A) RESTRICTION ON THE USE OF LAND
- (B) RIGHT OF ACCESS 11 & 21 WIDE

NOTE:
RESTRICTION AREAS (A) ARE PARALLEL OFFSET 4.0 METRES FROM LOT BOUNDARIES EXCEPT WHERE NOTED OTHERWISE.

ARC TABLE			
Number	Chord Bearing	Chord Distance	Radius
3	89°19'25"	27.18	27.23
4	147°21'50"	171.555	187.045
5	95°53'45"	51.16	51.25
6	88°30'	2.575	2.575
7	88°10'	25.715	25.83
8	71°20'10"	20.595	20.565
9	57°15'	18	18.035
10	34°55'55"	76.455	78.085
11	310°45'55"	45.105	45.425
12	290°11'50"	33.42	33.55
13	15°48'50"	23.865	23.905
14	23°50'55"	20.72	20.73
15	29°49'50"	9.595	9.595
16	297°27'10"	0.39	0.39
17	284°17'30"	35.255	35.56
18	98°06'25"	22.635	22.69
19	117°15'50"	21.01	21.055
20	27°13'10"	1.065	1.065
21	19°47'05"	34.765	34.855
22	12°05'48"	3.135	3.135
23	280°09'35"	11.345	11.345
24	274°29'	38.145	38.185
25	87°42'05"	20.995	21
26	287°42'07"	22.757	22.767

SURVEYOR
Name: THOMAS F CAMPBELL
Date:
Reference: 19521_DP(Draft)_R1_191077

PLAN OF SUBDIVISION OF LOT 328 DPXXXXXX

LGA: MAITLAND
Locality: LOUTH PARK
Reduction Ratio 1/750
Lengths are in metres.

REGISTERED

DP

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p> <h2 style="text-align: center;">PRELIMINARY ONLY</h2> <p>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.</p>	
<p>PLAN OF SUBDIVISION OF LOT 328 DPXXXXXX</p>	<p>LGA: MAITLAND</p> <p>Locality: LOUTH PARK</p> <p>Parish: MAITLAND</p> <p>County: NORTHUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, <u>THOMAS F CAMPBELL</u> of <u>Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (being/*excluding ** <u>LOT 428</u>) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural-</p> <p>The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: <u>8704</u> Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p>* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>* Strike through if inapplicable</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1251415 DP 1246277</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE PEATE WAY & THE EXTENSION OF COLLAROY PARADE & OSSA STREET TO THE PUBLIC AS PUBLIC ROAD.</p>	
<p>Surveyor's Reference: 19521_DP(Draft)_R1_191017</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only

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.

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.

1. RESTRICTION ON THE USE OF LAND (A)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RIGHT OF ACCESS 17 & 21 WIDE (B)

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
417				LOUTH PARK
418				LOUTH PARK
419				LOUTH PARK
420				LOUTH PARK
421				LOUTH PARK
4??				LOUTH PARK

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 328
DPXXXXXX**

Subdivision Certificate number :

Date of Endorsement :

PRELIMINARY ONLY Office Use 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.

- 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 VALHALLA INVESTMENTS PTY LIMITED
ABN 88 008 416 028 by:

.....
Director.....
Director.....
Name.....
Name

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19521_DP(Draft)_R1_191017

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

Sheet 1 of 7

Plan:

Plan of Subdivision of Lot 328 DPXXXXXXX
covered by Subdivision Certificate
No.
dated

**Full Name and Address of the
Registered Proprietor of the Land**

Valhalla Investments Pty Limited
(ABN 88 008 416 028)

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) read(s), bodies or Prescribed Authorities:
1	Restriction on the Use of the Land (A)	401 to 427 inclusive	Maitland City Council
2	Restriction on the Use of the Land	401 to 427 inclusive	Maitland City Council
3	Restriction on the Use of the Land	404, 405, 408, 415, 417, 423, 425, 427	Maitland City Council
4	Restriction on the Use of the Land	Every lot except lot 428	Part of 428 designated (BD)
5	Right of Access 17 & 21 wide (B)	428	Maitland City Council

Part 2 (Terms)

1. Terms of Restriction on the Use of Land numbered 1 in the Plan

1.1 No building shall be constructed outside the nominated building envelope being areas designated (A) on the Plan.

1.2 Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;

Maitland City Council for Lots burdened and benefited.

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2. Terms of Restriction on the Use of The Land numbered 2 in the Plan

2.1 The subject site may be affected by mine subsidence as part of the site has been undermined in the past. It is the responsibility of the Lot owners to carry out any mine subsidence investigations prior to building on the site.

2.2 Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;

Maitland City Council for Lots burdened and benefited.

3. Terms of Restriction on the Use of Land numbered 3 in the Plan

3.1 Any Lots facing Louth Park and Dagworth Roads along the eastern boundary of the road and Lots with a width over 35m shall on the said boundary have fencing of post and wire and timber rail construction.

3.2 Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;

Maitland City Council for Lots burdened and benefited.

4. Terms of Restrict on the Use of Land numbered 4 in the Plan

4.1 Dwelling House

4.1.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 200m² exclusive of car accommodation, external landings and patios.

4.1.2 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.

4.1.3 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 Colourbond. Untreated zincalume is prohibited.

4.1.4 No more than one main residential dwelling shall be erected on any lot burdened, nor are ancillary buildings to be used for residential accommodation.

4.1.5 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.

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4.2 Fences

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

a) (Road Boundary) Is erected on any road boundary that fence exceeds 1200mm

than rural

face of

and the lower

from the road boundary

is 1200mm high or is

two rails with mesh

constructed

into the

is constructed of materials other

r post

il and wire mesh.

wood post and

mensions of 30m wide and

associated with dwelling house or court yards

house may incorporate brick, masonry, timber

comprise sheet material such as colourbond,

it does not preclude safety fence

No fence shall be erected on a lot burdened

Valhalla Investments Pty Ltd successors and

Ancillary buildings

building being the main

on a lot burdened unit

situated at the

internal

Plan:

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building where such colourbond metal sheeting has a low reflective index and is of earth tone colours.

4.5 Prohibited activities

- 4.5.1 No obnoxious, noisy or offensive occupation, boarding kennels, boarding facilities, trade or business shall be conducted or carried out on any lot burdened.
- 4.5.2 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.
- 4.5.3 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.
- 4.5.4 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.
- 4.5.5 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 at the rear of the dwelling house erected on the lot burdened.
- 4.5.6 No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.
- 4.5.7 No livestock shall be permitted to remain on the lot burdened.

4.6 Acknowledgement of Covenants

- 4.6.1 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.
- 4.6.2 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 and shall be enforceable against the proprietor of each and every lot from time to time so burdened.
- 4.6.3 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.

Plan: Plan of Subdivision of Lot 328 DPXXXXXXX
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4.7 Terms of Restriction on the Use of Land in the plan

4.7.1 The owner of each Burdened lot must not:-

- a) subdivide the Burdened lot if the subdivision would create a lot with an area that is less than 1,500 square metres; and
- b) subdivide the Burdened lot so as to create lots in a strata plan or community title scheme; and
- c) erect any habitable building on the Burdened lot outside the relevant building envelope for the lot designated A on the Plan.
- d) erect any more than one dwelling house on the Burdened lot.

4.8 Name of person or Authority empowered to release, vary or modify the Restrictions as to User in the Plan:

The name of the person or entity having the power to release, vary or modify this Restriction as to User is Valhalla Investments Pty Ltd and if Valhalla Investments Pty Ltd no longer exists, 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.

5. Terms of Right of Access numbered 5 in the Plan

5.1 Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 5 in the plan:

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

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Sheet 6 of 7

Plan:

Plan of Subdivision of Lot 328 DPXXXXXXX
covered by Subdivision Certificate
No.
dated

Executed by 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

.....

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE
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Sheet 7 of 7

Plan:

Plan of Subdivision of Lot 328 DPXXXXXXX
covered by Subdivision Certificate
No.
dated

Executed by VALHALLA INVESTMENTS PTY LIMITED
(ABN 88 008 416 028) in accordance with
Section 127 of the Corporations Act.

.....
Signature of Director
Print name:

.....
Signature of Director
Print name:

DRAFT

'Stage 5' – Draft Documents

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 1 OF 2 SHEETS

PLAN FORM 2
M.C.A.

1914
(DRAINAGE
RESERVE)

CH 320°13'30"~9.87
ARC 9.87 RAD 100

138°22'55"~13.04
ARC 13.055 RAD 83

315°53'00"
15.725

505

CH 280°21'15"~19.735
ARC 19.75 RAD 134

STELLA A

271°19'35"
4.315

PEATE WAY

DIAGRAM 'A'
RRI NTS

35°

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ARC TABLE			
Number	Chord Bearing	Chord Distance	Radius
1	209°12'55"	32.705	121
2	198°23'	114.26	1021
3	48 9 0	191.175	131
4	95°47'	53.69	271

- (C) RIGHT OF ACCESS 17 & 21 WIDE (DP1265620)
- (D) RIGHT OF CARRIAGEWAY 17 & 21 WIDE (DP1265162)
- (E) RIGHT OF ACCESS 17 & 21 WIDE (DP1251205)

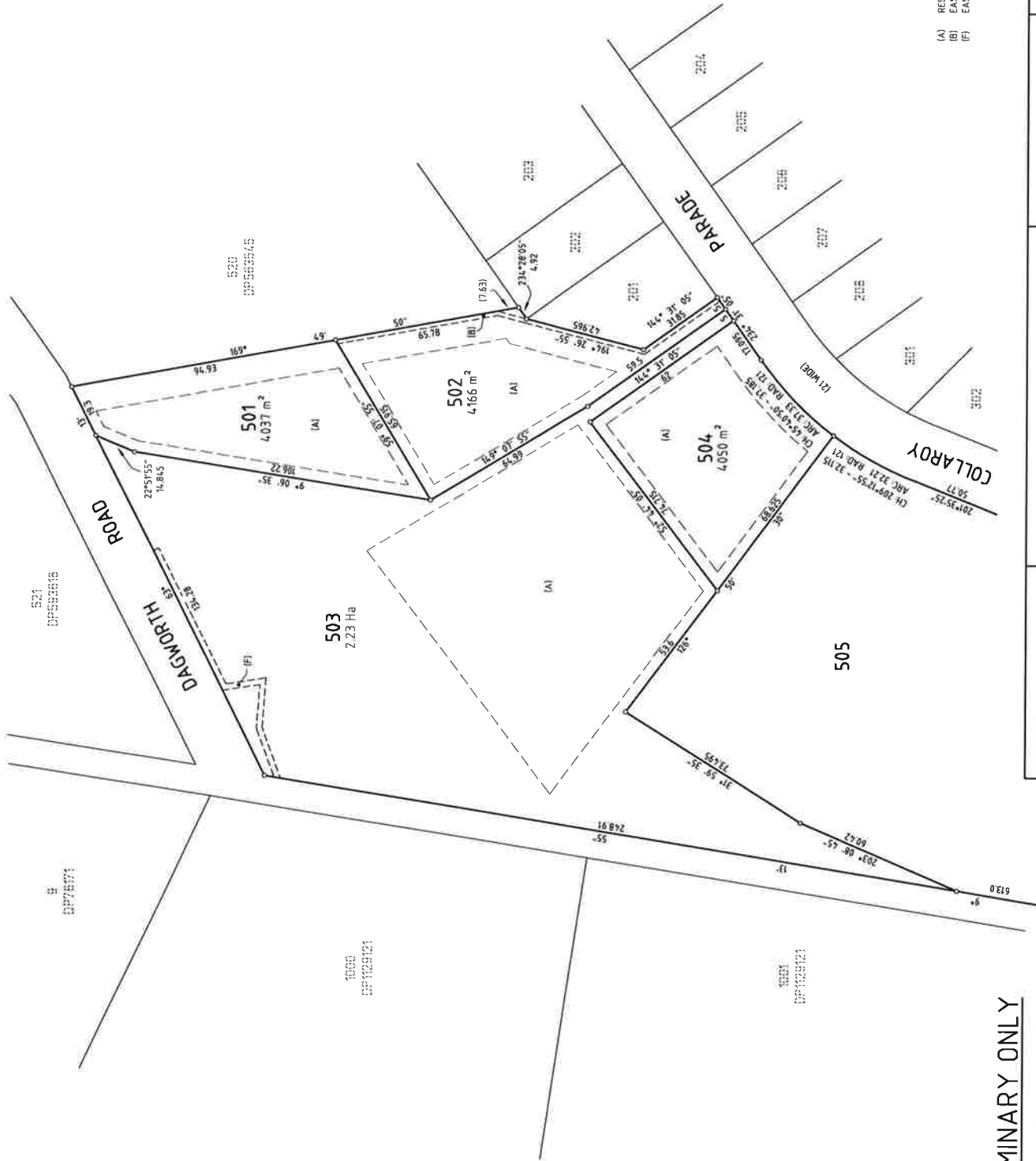
SURVEYOR
Name: THOMAS F CAMPBELL
Date:
Reference: 20375_DP(Draft)_R1_200707
mm

PLAN OF SUBDIVISION OF LOT 428 DP1265620

LGA: MAITLAND
Locality: LOUTH PARK
Reduction Ratio 1:4000
Lengths are in metres

REGISTERED

DP1265621



(A) RESTRICTION ON THE USE OF LAND
(B) EASEMENT TO DRAIN WATER 15 WIDE
(F) EASEMENT FOR WATER SUPPLY 2 WIDE (DP257205)

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SURVEYOR
Name: THOMAS F CAMPBELL
Date:
Reference: 20375_DP(Draft)_R1_200707

PLAN OF SUBDIVISION OF LOT 428 DP1265620

LGA: MAITLAND
Locality: LOUTH PARK
Reduction Ratio 1:1000
Lengths are in metres.

REGISTERED

DP1265621