

## Contract for the sale and purchase of land 2017 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW Duty:</b>
vendor's agent	<b>Peters Real Estate</b> 475-477 High Street, Maitland, NSW 2320	Phone: 4933 7855 Fax: 4933 1120 Ref: Tim Peters
co-agent		
vendor	<b>Grange Estates (NSW) Pty Limited ACN 079 624 909 as trustee for Maitland Vale Trust ABN 12 079 624 909</b> Suite 20, Level 1/19-21 Central Road, Miranda, NSW 2228	
vendor's solicitor	<b>Tranter Lawyers</b> 341 High Street, Maitland NSW 2320 DX 21623 Maitland	Phone: 02 4934 2600 Fax: 02 4934 2620 Ref: MRT:SE:34471 E:matt@tranterlawyers.com.au
date for completion land (address, plan details and title reference)	42nd day after the date of this contract , Maitland Vale, New South Wales 2320 Registered Plan: Lot <del>X</del> Plan DP1234656 Folio Identifier <del>X</del> /1234656 (clause 15)	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <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 checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent    deposit to be invested ☐ NO ☐ Yes  
 Signed on behalf of Grange Estates (NSW) Pty Limited by its attorney Timothy Gerard Peters pursuant to registered Power of Attorney Book 4691 No 473

\_\_\_\_\_  
 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)  
 proposed **electronic transaction** (clause 30)

☐ NO ☐ yes  
☐ NO ☐ yes

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

<b>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number</b>
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## List of Documents

## General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 149(5) information included in that certificate
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 building certificate given under *legislation*
- ☐ 14 insurance certificate (Home Building Act 1989)
- ☐ 15 brochure or warning (Home Building Act 1989)
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

## Swimming Pools Act 1992

- ☐ 24 certificate of compliance
- ☐ 25 evidence of registration
- ☐ 26 relevant occupation certificate
- ☐ 27 certificate of non-compliance
- ☐ 28 detailed reasons for non-compliance

## Strata or community title (clause 23 of the contract)

- ☐ 29 property certificate for strata common property
- ☐ 30 plan creating strata common property
- ☐ 31 strata by-laws
- ☐ 32 strata development contract or statement
- ☐ 33 strata management statement
- ☐ 34 leasehold strata - lease of lot and common property
- ☐ 35 property certificate for neighbourhood property
- ☐ 36 plan creating neighbourhood property
- ☐ 37 neighbourhood development contract
- ☐ 38 neighbourhood management statement
- ☐ 39 property certificate for precinct property
- ☐ 40 plan creating precinct property
- ☐ 41 precinct development contract
- ☐ 42 precinct management statement
- ☐ 43 property certificate for community property
- ☐ 44 plan creating community property
- ☐ 45 community development contract
- ☐ 46 community management statement
- ☐ 47 document disclosing a change of by-laws
- ☐ 48 document disclosing a change in a development or management contract or statement
- ☐ 49 document disclosing a change in boundaries
- ☐ 50 information certificate under Strata Schemes Management Act 2015
- ☐ 51 information certificate under Community Land Management Act 1986

## Other

- ☐ 52

**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.

**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—SWIMMING POOLS**

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **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:

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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>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>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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

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

**3 Deposit-bond**

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

**4 Transfer**

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

**5 Requisitions**

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

**6 Error or misdescription**

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

**7 Claims by purchaser**

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
  - 7.1.2 the vendor serves notice of intention to *rescind*; and

- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has *resold* the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 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.

#### 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, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

##### • Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
- *remittance amount payable*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

• **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**17 Possession**

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property*; or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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 fax to the *party's solicitor*, unless 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 and 2) 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 not disclosed in this contract; or
  - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- **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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, 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;
- associated with the agreement under clause 30.1; 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, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *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;
- 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 receipt of the purchaser's notice under clause 30.1.2; and
  - before the receipt of a notice given under clause 30.2;
- 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 receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –



- 30.6.1 *populate the Electronic Workspace with title data;*  
 30.6.2 *create and populate an electronic transfer;*  
 30.6.3 *populate the Electronic Workspace with the date for completion and a nominated completion time; and*  
 30.6.4 *invite the vendor and any incoming mortgagee to join the Electronic Workspace.*
- 30.7 *Normally, within 7 days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must –*  
 30.7.1 *join the Electronic Workspace;*  
 30.7.2 *create and populate an electronic transfer;*  
 30.7.3 *invite any incoming mortgagee to join the Electronic Workspace; and*  
 30.7.4 *populate the Electronic Workspace with a nominated completion time.*
- 30.8 *If the purchaser has created the Electronic Workspace the vendor must within 7 days of being invited to the Electronic Workspace –*  
 30.8.1 *join the Electronic Workspace;*  
 30.8.2 *populate the Electronic Workspace with mortgagee details, if applicable; and*  
 30.8.3 *invite any discharging mortgagee to join the Electronic Workspace.*
- 30.9 *To complete the financial settlement schedule in the Electronic Workspace –*  
 30.9.1 *the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and*  
 30.9.2 *the vendor must populate the Electronic Workspace with payment details at least 1 business day before the date for completion.*
- 30.10 *At least 1 business day before the date for completion, the parties must ensure that –*  
 30.10.1 *all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;*  
 30.10.2 *all certifications required by the ECNL are properly given; and*  
 30.10.3 *they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.*
- 30.11 *If completion takes place in the Electronic Workspace –*  
 30.11.1 *payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single settlement cheque;*  
 30.11.2 *the completion address in clause 16.11 is the Electronic Workspace; and*  
 30.11.3 *clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.*
- 30.12 *If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.*
- 30.13 *If the Electronic Workspace allows the parties to choose whether financial settlement is to occur despite the computer systems of the Land Registry being inoperative for any reason at the completion time agreed by the parties –*  
 30.13.1 *normally, the parties must choose that financial settlement not occur; however*  
 30.13.2 *if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –*  
  - *all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the 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*
  - *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>   | <i>details of the adjustments to be made to the price under clause 14;</i>  |
| <i>certificate of title</i> | <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> |
| <i>completion time</i>      | <i>the time of day on the date for completion when the electronic transaction is to be settled;</i>   |

<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>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>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 *remittance amount* 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 *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

## **SPECIAL CONDITIONS**

### **ADJUSTMENTS**

1. If separate assessments of council and water and sewerage rates have not been issued as at the date of completion in respect to the subject lot then the Purchaser hereby agrees to accept the sum of one thousand one hundred dollars (\$1,100.00) as being the annual council rates and fifty dollars (\$50.00) the water/sewer rates payable for the current cycle on the subject lot until the issue of separate assessments from the appropriate authorities. The rates are to be adjusted between the Vendor and Purchaser in accordance with clause 14 of the contract on a paid basis. The Vendor hereby undertakes to pay any outstanding Council and/or Water Rates up to and including the date of settlement.

### **AGENT**

2. The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the Property by any real estate agent except the Vendor's agent (if any) named in the contract and the Purchaser indemnifies the Vendor (and if more than one each of them) against any claim for commission which might be made by any resulting from an introduction forming a breach of such warranty. It is agreed that this indemnity shall be a continuing indemnity not merging on completion.

### **LATE COMPLETION**

3. Notwithstanding anything herein contained, if the Purchaser fails to complete this agreement on or before the Completion date, otherwise than through any default of the Vendor, then the Purchaser agrees to pay, at completion, in addition to the purchase price, interest on the balance purchase price at the rate of ten per cent (10%) per annum calculated from the due date of completion. For the purpose of this condition, the Purchaser shall be responsible to ensure delivery of the transfer to the Vendor's solicitors in sufficient time to permit of the completion of the matter in accordance with this special condition.

### **NOTICE TO COMPLETE**

4. Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by either party to the other party under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

In the event that the vendor issues a Notice to Complete pursuant to this special condition then the purchaser agrees to pay the sum of \$250.00 plus GST to the vendor's solicitor on completion to reimburse the vendor for the cost of issuing the notice to complete. This clause does not affect the Vendors rights against the purchaser to recover any other damages.

#### **JOINT SERVICES**

5. No objection requisition or claim for compensation shall be made by the Purchaser in respect to any gas, electricity or telephone service or connections to the property or because any such services are joint services to any other land or pass through any other land or because any similar services or connection for any other land pass through the property nor shall the Vendor be required to establish any easement right or privilege in respect to any such services.

#### **BOUNDARY FENCING**

6. No objection shall be taken or requisition raised by the purchaser if it should be found that any boundary of the said parcel is not fenced or that any boundary fence or wall shall not be upon or within such boundary.

#### **FOREIGN INVESTMENT REVIEW BOARD**

7. The Purchaser warrants that the Purchase is ordinarily resident in Australia and that no approvals are required from the Government of Australia and/or the Reserve Bank of Australia and/or the Foreign Investment Review Board to enable the Purchaser to complete this Agreement. The Purchaser hereby agrees to indemnify and keep indemnified the Vendor from and against any loss, damages, penalty, fine interest, costs and expenses incurred by the Vendor by reason of a breach of this warranty. The provisions of this clause shall not merge on completion.

#### **CANCELLATION FEE**

8. In the event of the following:
  - (a) Settlement has been booked in with the Vendor's mortgagee; and
  - (b) Settlement is cancelled through no fault of the Vendor; and
  - (c) The Vendor's mortgagee charges the Vendor with a cancellation fee or re-booking fee;then the Purchaser will allow on completion in favour of the Vendor the amount of the cancellation fee or re-booking fee.

#### **COOLING OFF PERIOD**

9. The Purchaser's cooling off period in accordance with Section 66X of the Conveyancing Act 1919 is extended from five (5) business days to ten (10) business days after the date on which the Contract was made unless if at or before the time of the Contract was made the Purchaser gives the Vendor (or the Vendor's Solicitor or Agent) a certificate that complies with the Section 66W of the Conveyancing Act 1919.

## **DEPOSIT**

10. The deposit being that sum referred to on the particulars page may be paid by instalments as follows:-
- a. A first instalment being 0.25% of the purchase price on the making of this Contract; and
  - b. The balance of the deposit at any time before the expiry of the cooling-off period (if any).

The payment of each instalment of the deposit is an essential obligation.

## **GUARANTEE AND INDEMNITY**

11.

### **GUARANTEE**

- a. This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange.
- b. The word *guarantor* means
- c. In consideration of the vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the vendor:
  - i. payment of all money payable by the purchaser under this Contract; and
  - ii. the performance of all of the purchaser's other obligations under this Contract.
- d. The guarantor:
  - i. 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
  - ii. must pay on demand any money due to the vendor under this indemnity.
- e. The guarantor is jointly and separately liable with the purchaser to the vendor for:
  - i. the performance by the purchaser of its obligations under this Contract; and
  - ii. 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.
- f. 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.
- g. If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- h. The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

- i. the granting of any time, waiver, covenant not to sue or other indulgence;
  - ii. the release or discharge of any person;
  - iii. an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
  - iv. 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;
  - v. payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - vi. the winding up of the purchaser.
  - vii. This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- i. This clause operates as a Deed between the vendor and the guarantor and is executed by the relevant parties on the Execution Pages at the end of these Special Conditions.

**EXECUTED** as a Deed.

**EXECUTED** for and on behalf of

by authority of the Directors:

.....  
Witness Signature of Director/Secretary

.....  
Name of Witness Name of Director/Secretary

.....  
Witness Signature of Director

.....  
Name of Witness Name of Director

**SIGNED SEALED & DELIVERED** by )  
in the presence of:- ) Signature

.....  
Signature of Witness

.....  
Print Name of Witness

**SIGNED SEALED & DELIVERED** by )  
in the presence of:- ) Signature

.....  
Signature of Witness

.....  
Print Name of Witness



## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Grange Estates (NSW) Pty Ltd ACN 079 624 909 as trustee for Maitland Vale Trust**  
Property: **13 Mount Harris Drive, Maitland Vale, NSW 2320**

---

### Possession & 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? **Not as far as vendor aware**
3.
  - (a) What are the nature and provisions of any tenancy or occupancy? **Vendor as owner**
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment. **N/A**
  - (c) Please specify any existing breaches. **N/A**
  - (d) All rent should be paid up to or beyond the date of completion. **N/A**
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number. **N/A**
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion. **N/A**
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.) **No**
5. If the tenancy is subject to the *Residential Tenancies Act 1987*: **N/A**
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances. **Noted**
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion. **Noted**
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion. **No**
9. When and where may the title documents be inspected? **CoRD held by Greater Bank**
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion. **No**

### Adjustments

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

### Survey & Building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation. **Noted**
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion. **No**
15.
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with? **Yes so far as vendor aware**
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure? **Not as far as vendor aware**
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance. **No**

- (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance. **No**
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out; **Not applicable**
  - (ii) when was the building work completed? **Not applicable**
  - (iii) please state the builder's name and licence number; **Not applicable**
  - (iv) please provide details of insurance under the *Home Building Act 1989*. **Not applicable**
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property? **Not as far as vendor aware**
17. If a swimming pool is included in the property: **Not applicable**
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18. (a) To whom do the boundary fences belong? **If any, presumed to be 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. **Not applicable**
  - (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**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract? **No**
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land? **Vendor relies on contract**
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land? **Vendor relies on contract**
  - (c) any latent defects in the property? **No**
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition? **No**
  - (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. **No**
  - (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? **No**
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion. **No**
  - (e) any realignment or proposed realignment of any road adjoining the property? **No**
  - (f) any contamination? **No**
22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services? **Purchaser should rely on own enquiries**
- (b) If so, do any of the connections for such services pass through any adjoining land? **Purchaser should rely on own enquiries**
  - (c) Do any service connections for any other property pass through the property? **Purchaser should rely on own enquiries**
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property? **Not as far as vendor is aware**

#### **Capacity**

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

**Requisitions & Transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order. **Noted**
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement. **Noted**
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory. **Noted**
28. The purchaser reserves the right to make further requisitions prior to completion. **Noted, but not admitted**
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date. **Noted**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 110/1234656

SEARCH DATE	TIME	EDITION NO	DATE
20/11/2017	8:33 AM	1	1/9/2017

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

LAND

LOT 110 IN DEPOSITED PLAN 1234656  
AT MAITLAND VALE  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF MIDDLEHOPE COUNTY OF DURHAM  
TITLE DIAGRAM DP1234656

FIRST SCHEDULE

GRANGE ESTATES (NSW) PTY LIMITED

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP813858 EASEMENT FOR WATER SUPPLY 4 METRE(S) WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1104611 EASEMENT FOR WATER SUPPLY 4 METRE(S) WIDE REFERRED TO  
AND NUMBERED (2) IN THE S.88B INSTRUMENT APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 4 AM147036 MORTGAGE TO GREATER BANK LIMITED
- 5 DP1234656 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S.88B INSTRUMENT
- 6 DP1234656 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (3) IN THE S.88B INSTRUMENT
- 7 DP1234656 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (4) IN THE S.88B INSTRUMENT
- 8 DP1234656 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AND VARIABLE  
REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT  
AFFECTING THE SITE DESIGNATED (H) IN THE TITLE DIAGRAM
- 9 DP1234656 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AND VARIABLE  
REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1234656 RIGHT OF FOOTWAY 5 METRE(S) WIDE AND VARIABLE WIDTH  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1234656 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (17) IN THE S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 110/1234656

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

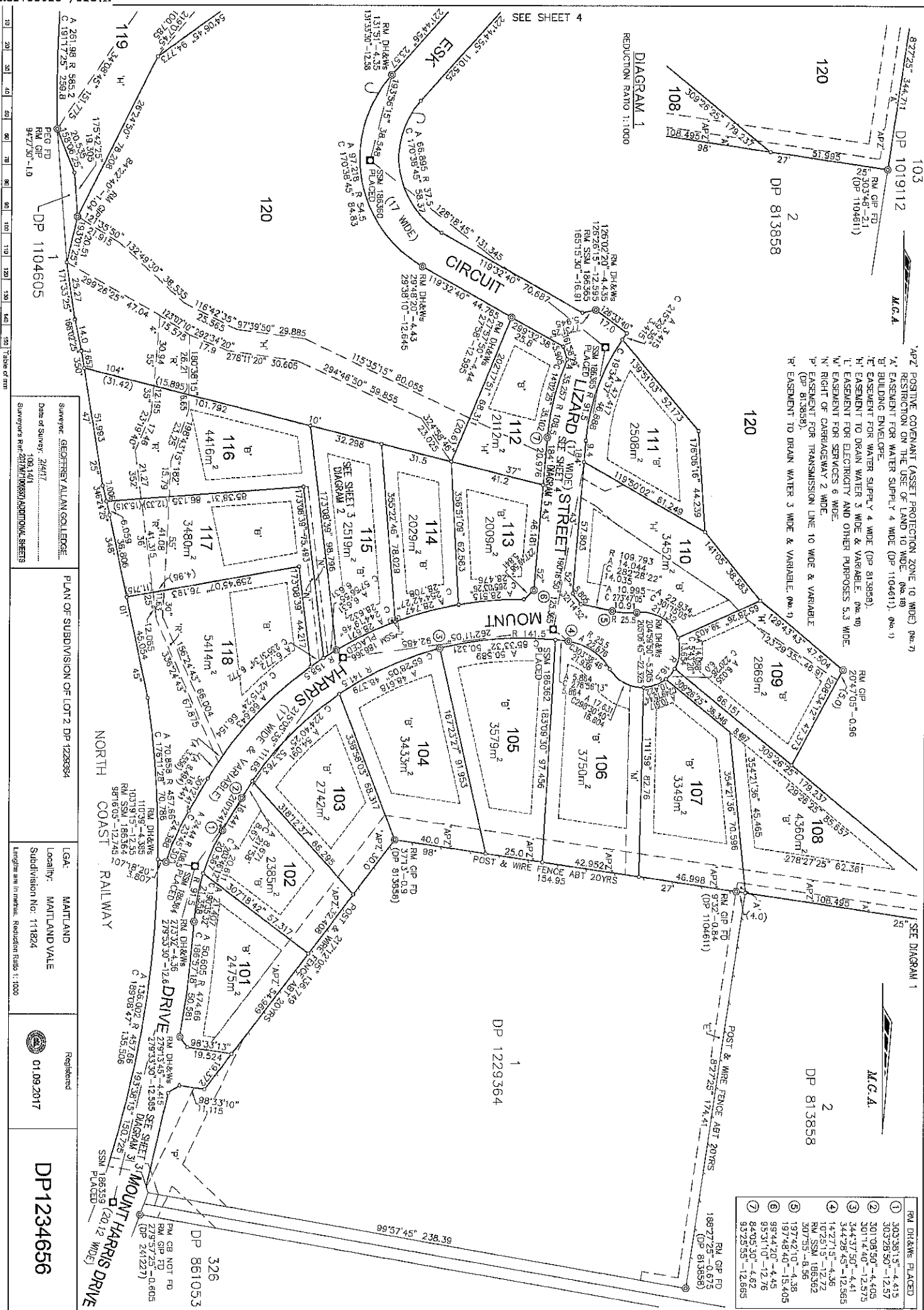
\*\*\* END OF SEARCH \*\*\*

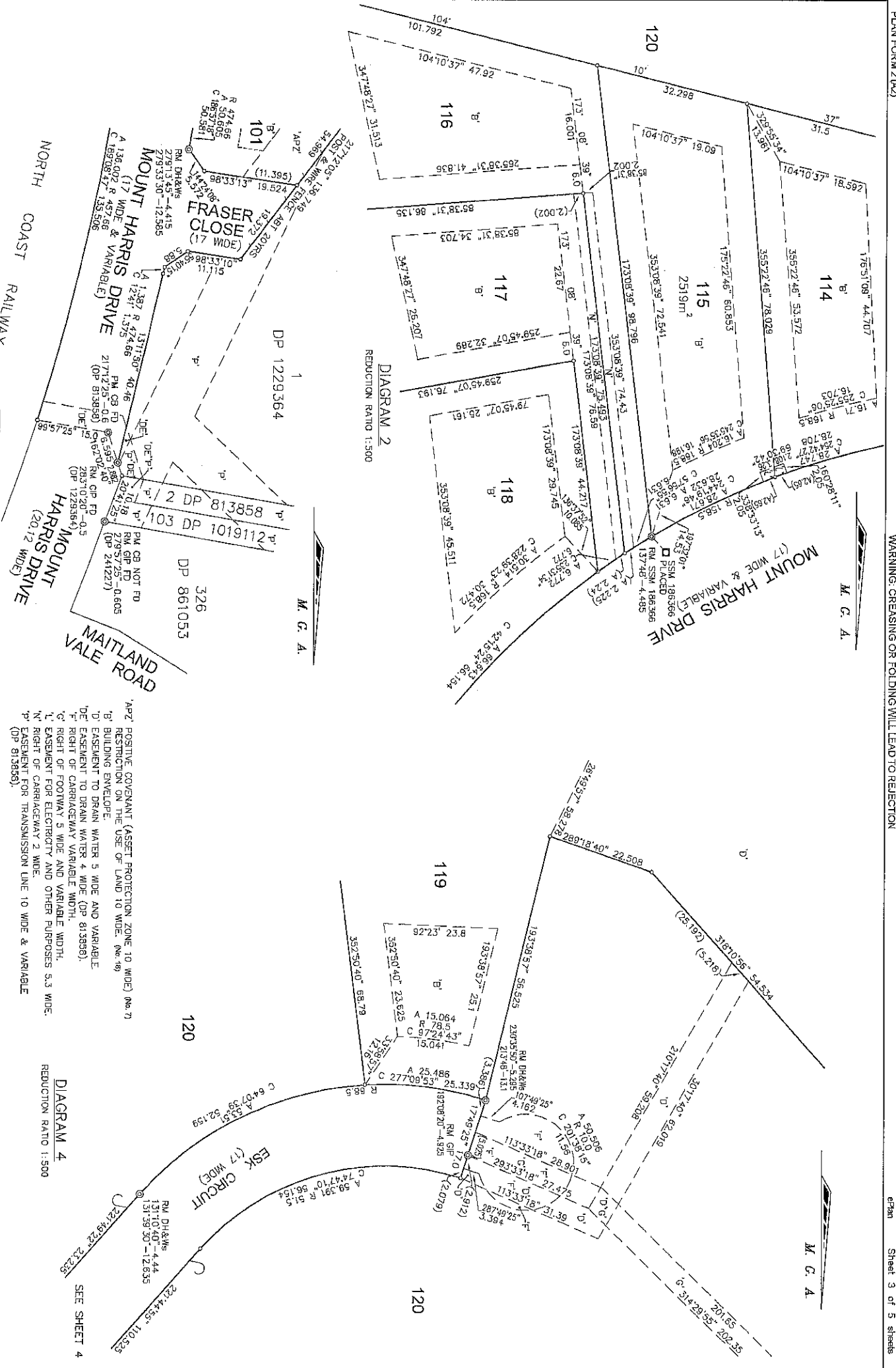
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PRINTED ON 20/11/2017

\* 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.

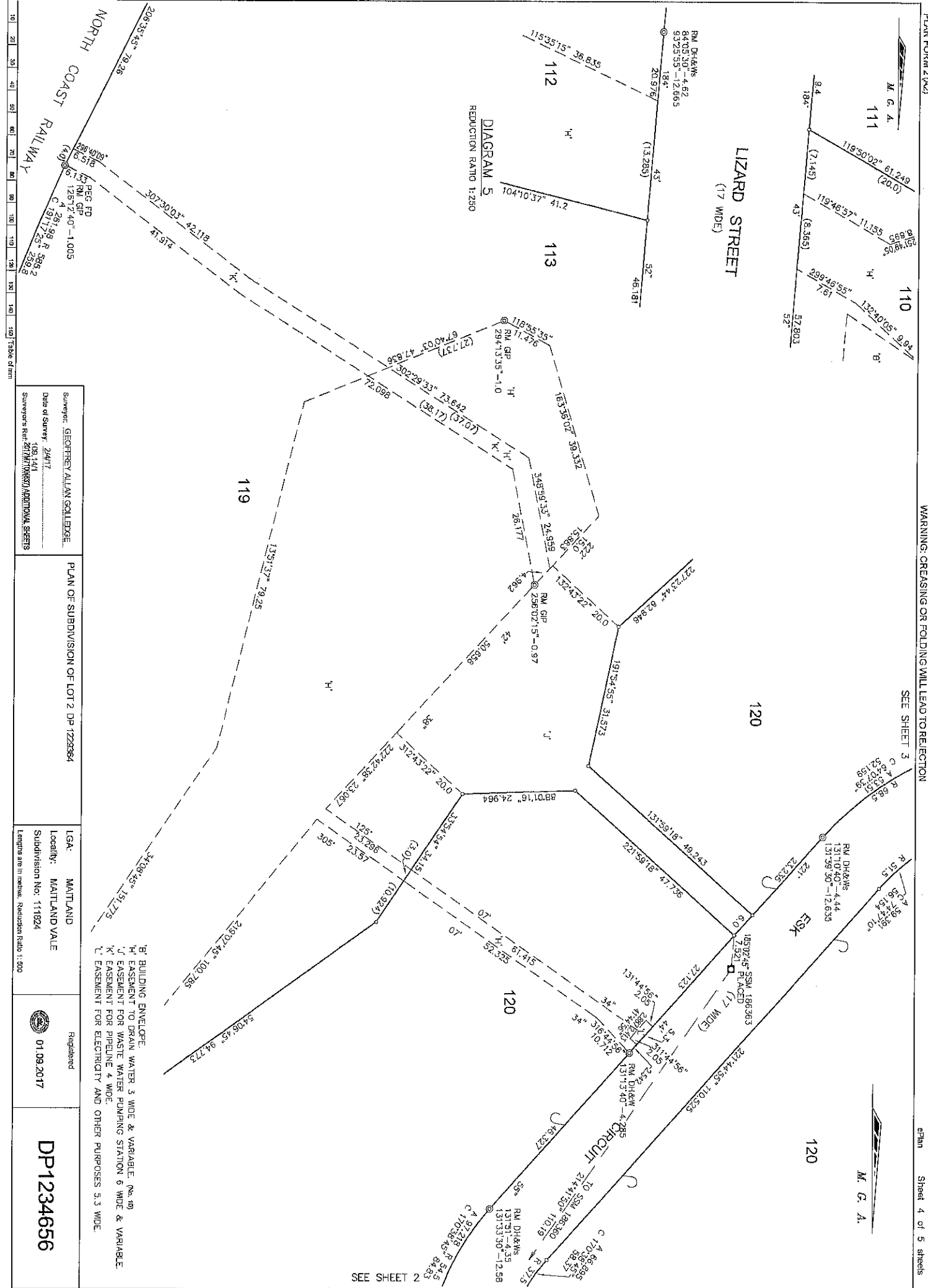


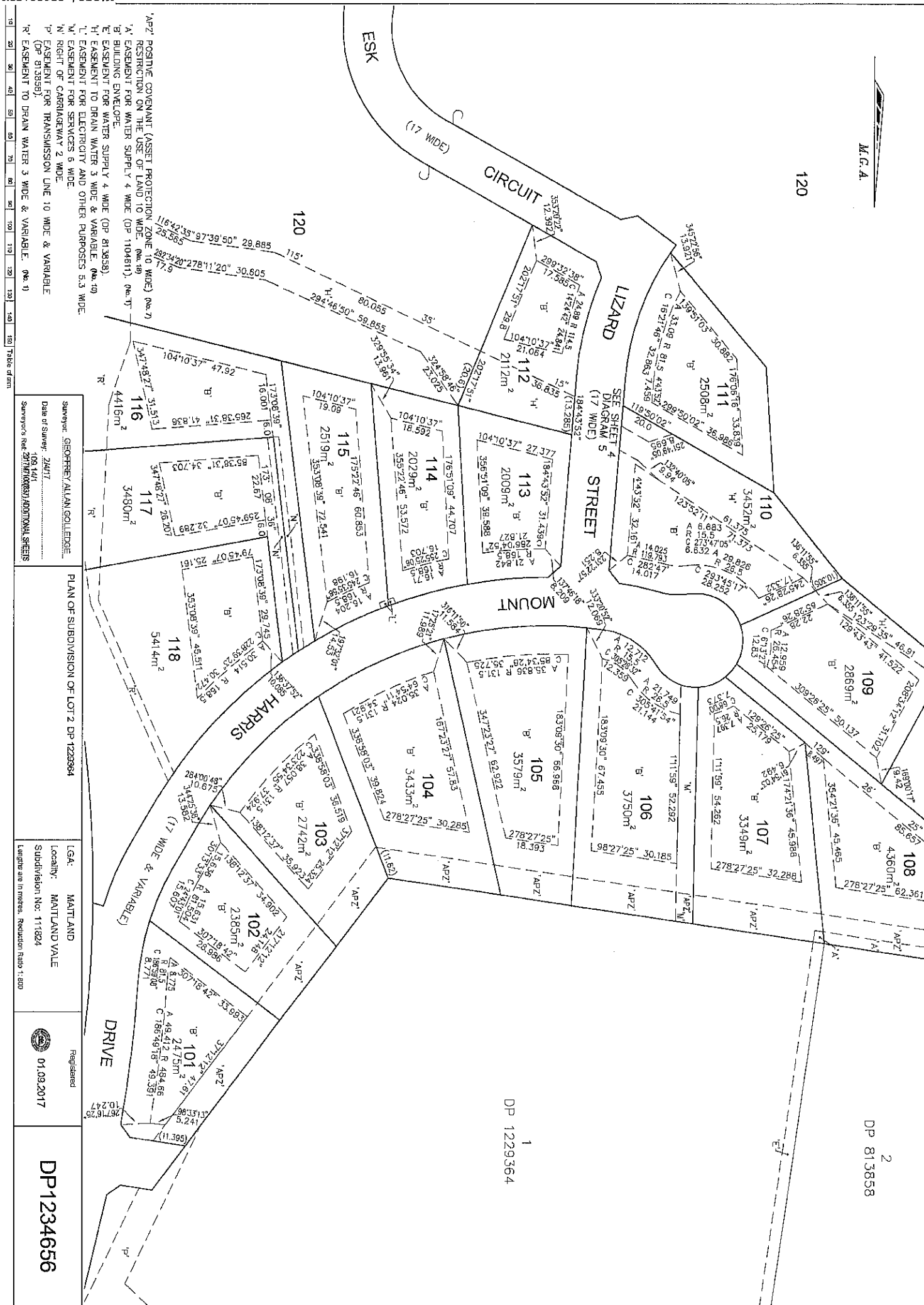




Surveyor: GEOFFREY ALLAN GOLLEGE Date of Survey: 2017 109.141 Surveyor's Ref: 2017/00887 ADDITIONAL SHEETS		PLAN OF SUBDIVISION OF LOT 7 DP 1229364		LGA: MAITLAND Locality: MAITLAND VALE Subdivision No: 119824 Lengths are in metres. Reduction Ratio 1:500		Registered 01.09.2017		DP1234656	
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PLAN FORM 6 (2012) Warning: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1. of 5. sheet(s)

Office Use only

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Registered:  01.09.2017

Title System: TORRENS

Purpose: SUBDIVISION

DP1234656

PLAN OF SUBDIVISION OF LOT 2  
DP 1229364

LGA: MAITLAND

Locality: MAITLAND VALE

Parish: MIDDLEHOPE

County: DURHAM

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Survey Certificate

I, GEOFFREY ALLAN GOLLEDGE

of PO Box 132, MAITLAND NSW 2320

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

\*(a) The land shown in the plan was surveyed in accordance with  
the *Surveying and Spatial Information Regulation 2012*. is

accurate and the survey was completed on 2/4/17

\*(b) The part of the land shown in the plan (\*being/excluding A

.....)  
was surveyed in accordance with the *Surveying and Spatial  
Information Regulation 2012*, is accurate and the survey was

completed on, ..... the part not surveyed was compiled  
in accordance with that Regulation.

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

Signature:  Dated: 3/4/17

Surveyor ID: 1125

Datum Line: 'X' - 'Y'

Type: \*Urban/Rural

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

\*Strike through if inapplicable.

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

Subdivision Certificate

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

Signature:  .....

Accreditation number: .....

Consent Authority: Maitland City Council

Date of endorsement: 1.8.17

Subdivision Certificate number: 1/11824

File number: DA11 1824

\*Strike through if inapplicable.

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

IT IS INTENDED TO DEDICATE MOUNT HARRIS DRIVE  
TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO AN  
EXISTING EASEMENT TO DRAIN WATER 4 WIDE VIDE  
DP 813858.

IT IS INTENDED TO DEDICATE LIZARD STREET, ESK  
CIRCUIT AND FRASER CLOSE TO THE PUBLIC AS  
PUBLIC ROADS.

Plans used in the preparation of survey/compilation.

DP 813858

DP 1229364

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 109.14/1 "2017m7100(837)  
Additional sheets"

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

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# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2. of 5. sheets

Registered:  01.09.2017

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PLAN OF SUBDIVISION OF LOT 2  
 DP 1229364

## DP1234656

Subdivision Certificate number: 111824  
 Date of Endorsement: 1.8.17

This sheet is for the provision of the following information as required:  
 • A Schedule of lots and addresses - See 80(c) *SSI Regulation 2012*  
 • Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.  
 • Signatures and seals - see 195D *Conveyancing Act 1919*.  
 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
101	12	MOUNT HARRIS	DRIVE	MAITLAND VALE
102	14	MOUNT HARRIS	DRIVE	MAITLAND VALE
103	16	MOUNT HARRIS	DRIVE	MAITLAND VALE
104	18	MOUNT HARRIS	DRIVE	MAITLAND VALE
105	20	MOUNT HARRIS	DRIVE	MAITLAND VALE
106	22	MOUNT HARRIS	DRIVE	MAITLAND VALE
107	24	MOUNT HARRIS	DRIVE	MAITLAND VALE
108	26	MOUNT HARRIS	DRIVE	MAITLAND VALE
109	15	MOUNT HARRIS	DRIVE	MAITLAND VALE
110	13/2	MOUNT HARRIS DRIVE / LIZARD STREET		MAITLAND VALE
111	4	LIZARD STREET	STREET	MAITLAND VALE
112	3/1	LIZARD STREET / ESK CIRCUIT		MAITLAND VALE
113	1/11	LIZARD STREET / MOUNT HARRIS DRIVE		MAITLAND VALE
114	9	MOUNT HARRIS	DRIVE	MAITLAND VALE
115	7	MOUNT HARRIS	DRIVE	MAITLAND VALE
116	5	MOUNT HARRIS	DRIVE	MAITLAND VALE
117	3	MOUNT HARRIS	DRIVE	MAITLAND VALE
118	1	MOUNT HARRIS	DRIVE	MAITLAND VALE
119	3	ESK	CIRCUIT	MAITLAND VALE
120	N/A	ESK	CIRCUIT	MAITLAND VALE

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

18) RESTRICTION ON THE USE OF LAND 10 WIDE ('APZ')  
 19) POSITIVE COVENANT

- 1) EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE ('R')
- 2) RESTRICTION ON THE USE OF LAND
- 3) RESTRICTION ON THE USE OF LAND
- 4) RESTRICTION ON THE USE OF LAND
- 5) RESTRICTION ON THE USE OF LAND
- 6) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE ('L')
- 7) POSITIVE COVENANT ('APZ')
- 8) EASEMENT FOR WASTE WATER PUMPING STATION 6 WIDE & VARIABLE ('J')
- 9) EASEMENT FOR PIPELINE 4 WIDE ('K')
- 10) EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE ('H')
- 11) EASEMENT TO DRAIN WATER 5 WIDE AND VARIABLE ('D')
- 12) RIGHT OF FOOTWAY 5 WIDE AND VARIABLE WIDTH ('G')
- 13) EASEMENT FOR SERVICES 6 WIDE ('M')
- 14) RIGHT OF CARRIAGEWAY 2 WIDE ('N')
- 15) RIGHT OF CARRIAGEWAY VARIABLE WIDTH ('F')
- 16) RESTRICTION ON THE USE OF LAND ('RP')
- 17) RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO RELEASE:-

- 1) EASEMENT FOR TRANSMISSION LINE, 10 WIDE & VARIABLE ('V') (DP 813858)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 109.14/1

"2017m7100(837)Additional Sheets"

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

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheets

Registered:  01.09.2017

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PLAN OF SUBDIVISION OF LOT 2  
DP 1229364


DP1234656

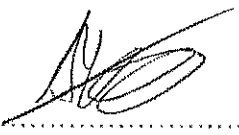
Subdivision Certificate number: 111824

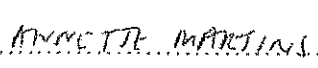
Date of Endorsement: 1.8.17

This sheet is for the provision of the following information as required:  
• A Schedule of lots and addressess - See 60(c) *SSI Regulation 2012*  
• Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*,  
• Signatures and seals - see 195D *Conveyancing Act 1919*.  
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

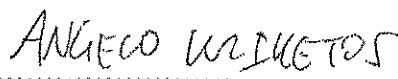
SIGNED SEALED AND DELIVERED )  
for and on behalf of Alpha Distribution )  
Ministerial Holding Corporation )  
ABN 67 505 337 385 in the presence of: )

  
Signature of Witness

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

  
Print name of Witness

52 Martin Place  
+26 Phillip Street, Sydney NSW 2000

  
Name of Agent in full

If space is insufficient use additional annexure sheet

Surveyor's Reference 109 14/1

"2017m7100(837)Additional Sheets"

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

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheets

Registered:  01.09.2017

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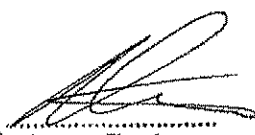
PLAN OF SUBDIVISION OF LOT 2  
DP 1229364


DP1234656

Subdivision Certificate number: 111824  
Date of Endorsement: 1.8.17

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

Signed Sealed and Delivered  
for and on behalf of Hunter  
Water Corporation by  
Peter James Kembrey  
its duly constituted Attorney  
pursuant to Power of Attorney  
registered  
Book 4695 No. 750

  
Attorney Signature

  
Witness Signature

Mark Hickey

36 Honey suckle Dr

Newcastle

If space is insufficient use additional annexure sheet

Surveyor's Reference. 109.14/1

"2017m7100(837)Additional Sheets"

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## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheets

Registered:  01.09.2017

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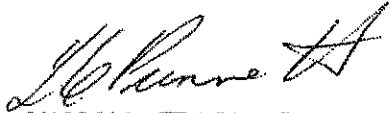
PLAN OF SUBDIVISION OF LOT 2  
DP 1229364

# DP1234656

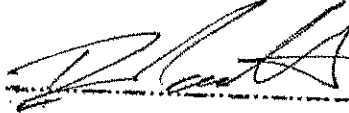
Subdivision Certificate number: 111824  
Date of Endorsement: 1.8.17

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

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



TREVOR CHARLES PUNNETT  
DIRECTOR

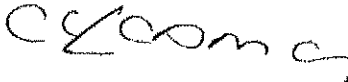


PARVUL BRUCE PUNNETT  
DIRECTOR / SECRETARY

GRANGE ESTATES (NSW) PTY LTD  
ACN 079 624 308



John Bailey  
103 Tudor Street  
Hamilton



Craig Michael Chapman

"SIGNED in my presence by the duly  
constituted Attornies, for and on  
behalf of GREATER BANK LIMITED  
under Registered  
Book 4713 No. 162, who are  
personally known to me."

If space is insufficient use additional annexure sheet

Surveyor's Reference: 109.14/1 "2017m7100(837)Additional Sheets"

ePlan

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

(Sheet 1 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
 Covered by Maitland City Council  
 Subdivision Certificate No. 111824  
 Dated 01.08.2017

Full name and address of owner of the land:

Grange Estates (NSW) Pty Ltd  
 ACN 079 624 909  
 Suite 20/19-21 Central Road  
 MIRANDA NSW 2228

Full name and address of mortgagee:

Greater Bank Limited ACN 087 651 956  
 103 Tudor Street  
 HAMILTON NSW 2303

**PART 1 (Creation)**

Name of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 3.0 wide and variable shown as "R"	118 117 116 120	Maitland City Council 118, Maitland City Council 117, 118, Maitland City Council 116 to 118, Maitland City Council
2	Restriction on the use of land	Each lot except Lot 120	Maitland City Council
3	Restriction on the use of land	Each lot except Lot 120	Every other lot except Lot 120



ePlan

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

(Sheet 2 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
 Covered by Maitland City Council  
 Subdivision Certificate No. 111824  
 Dated 01.08.2017

4	Restriction on the use of land	101, 105 to 113	Maitland City Council
5	Restriction on the use of land	102 to 104, 114 to 119	Maitland City Council
6	Easement for Electricity and Other Purposes 5.3 wide shown as "L"	114, 115, 120	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
7	Positive Covenant shown as "APZ"	Part Lots 101 to 108, 119 and 120	Maitland City Council
8	Easement for Waste Water Pumping Station 6 Wide and variable shown as "J"	119	Hunter Water Corporation
9	Easement for Pipeline 4 wide shown as "K"	119	Hunter Water Corporation
10	Easement to Drain Water 3 wide & variable shown as "H"	109 110 112  119  120	120 109, 120 109, 110, 120, Maitland City Council 109, 110, 112, 116 to 118, 120, Maitland City Council 109, 110, 112, 116 to 118, Maitland City Council

ePlan

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

(Sheet 3 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
 Covered by Maitland City Council  
 Subdivision Certificate No. 111824  
 Dated 01.08.2017

11	Easement to Drain Water 5 wide & variable shown as "D"	119,120	Maitland City Council
12	Right of Footway 5 wide & variable width shown as "G"	119,120	Every other lot
13	Easement for services 6 wide shown as "M"	106	Lot 1 in DP 1229364
14	Right of Carriageway 2 wide shown as "N"	116 117	117 116
15	Right of Carriageway variable width shown as "F"	120	Maitland City Council
16	Restriction on the use of land as shown "RP"	Part Lot 119	Maitland City Council
17	Restriction on the use of land	Every Lot except Lot 120	Maitland City Council
18	Restriction on the use of land 10 wide shown as "APZ"	Part Lots 101 to 108, 119 and 120	Maitland City Council
19	Positive Covenant	120	Maitland City Council

ePlan

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

(Sheet 4 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
Covered by Maitland City Council  
Subdivision Certificate No. 111824  
Dated 01.08.2017

**PART 1A (Release)**

Number of item shown in the intention panel of 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) or road(s),bodies or Prescribed Authorities:
1	Easement for Transmission line 10 wide <del>VARIOUS</del> (DP 813858)	Lot 2 in DP 1229364	Alpha Distribution Ministerial Holding Corporation ABN 67505337385

**PART 2 (Terms)**

**Terms of Easement numbered 1 in the plan:**

Notwithstanding the terms of Easement to Drain Water as set out in Part 3 Schedule 8 of the Conveyancing Act 1919, no alteration to surface levels of the site of the easement shall be permitted without the written consent of Maitland City Council being firstly obtained.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 1 in the plan.

**MAITLAND CITY COUNCIL**

ePlan

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

(Sheet 5 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
Covered by Maitland City Council  
Subdivision Certificate No. 111824  
Dated 01.08.2017

**Terms of Restriction on the use of Land numbered 2 in the plan:**

No building shall be erected or permitted to remain on any lot unless constructed within the approved building envelope as shown as "B" on the Plan of Subdivision being:

- i. Minimum 10m from the principal street frontage;
- ii. Minimum 6m from a side street (for corner lots);
- iii. Minimum 6m from the side boundary adjoining other proposed lots;
- iv. Proposed lots 116-118 and 205-206: 60m to the nearest operational rail track unless the structure is a non-habitable building or non-habitable part of a building;  
Proposed lot 109: minimum 6m from the rear boundary and minimum 10m from the southern boundary.  
Proposed lots 101, 110-111, 113-115: minimum 10m from the rear boundary  
Proposed lots 102-108 and 119: minimum 20m from the rear boundary.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction on the use of land numbered 2 in the plan.

**MAITLAND CITY COUNCIL**

**Terms of Restriction on the use of land numbered 3 in the plan:**

- (a) No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 180 m<sup>2</sup> exclusive of car accommodation, external landings and patios.
- (b) No dwelling house may be erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass, concrete and fibre cement treated with painted texture render or weatherboard provided however feature panelling including fibre cement panelling and/or timber may be used on building being a dwelling or car accommodation in conjunction with the above materials.
- (c) 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 Colorbond sheeting.

ePlan

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

(Sheet 6 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
Covered by Maitland City Council  
Subdivision Certificate No. 111824  
Dated 01.08.2017

- (d) No existing dwelling house or relocatable type dwelling shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.
- (e) No building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless:-
  - i. It is situated no closer to the street frontage than the dwelling house; and
  - ii. It has an internal floor area of less than 80m<sup>2</sup>.
- (f) No machinery shed, hay shed or other farm type building including stables or accommodation to be used for the purpose of horses shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanized iron or similar material provided that new Colorbond metal sheeting may be used in the external walls of a farm building where such Colorbond metal sheeting has a low reflective index and is of earth tone colours.
- (g) No fence may be constructed within a lot burdened to divide it from the residue or another part of the lot burdened unless such fencing comprises rural post and rail, rural post and wire or rural fencing incorporating open wire meshing provided however that fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not generally comprise sheet material (such as Colorbond, fibro cement or paling fences). This covenant does not preclude safety fencing associated with swimming pools.
- (h) No fence shall be erected on a lot burdened unless it is erected without expenses to Grange Estates (NSW) Pty Ltd, its successors and permitted assigns other than Purchasers on sale.
- (i) No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried on on any lot burdened.

ePlan

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

(Sheet 7 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
Covered by Maitland City Council  
Subdivision Certificate No. 111824  
Dated 01.08.2017

- (j) No boarding kennels or animal boarding facilities shall be constructed or permitted to remain on any lot burdened.
- (k) 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.
- (l) 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.
- (m) No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 4 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.
- (n) No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind the dwelling house erected on the lot burdened.
- (o) No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.

Grange Estates (NSW) Pty Ltd is the only party empowered to release vary or modify the restrictions on the use of land thirdly referred to in the abovementioned plan whilst ever Grange Estates (NSW) Pty Ltd is a registered company (and is not under any external or internal insolvency actions) and own any lot or any part of a lot in the registered plan pursuant to which these restrictions were created and thereafter by the registered proprietor of the lots contained within 50 metres of the lot seeking the release, variation or modification.

ePlan

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

(Sheet 8 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
Covered by Maitland City Council  
Subdivision Certificate No. 111824  
Dated 01.08.2017

**Terms of Restriction on the use of land numbered 4 in the plan:**

No dwelling shall be permitted to remain on the lot burdened unless the dwelling is constructed to Category 1 Standard as prescribed in Department of Planning Development near rail corridors and busy roads – Appendix C.

**Terms of Restriction on the use of land numbered 5 in the plan:**

No dwelling shall be permitted to remain on the lot burdened unless the dwelling is constructed to Category 2 Standard as prescribed in Department of Planning Development near rail corridors and busy roads – Appendix C.

**Terms of Easement numbered 6 in the plan:**

An Easement is created on the terms and conditions set out in memorandum registered number AK 908903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 6 in the plan.

**ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337  
385**

**Terms of Positive Covenant numbered 7 in the plan:**

The area identified as "APZ" on the plan shall be managed as an inner protection area (IPA) in perpetuity 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' by the registered proprietor of the lot at the sole expense of the registered proprietor.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the positive covenant numbered 7 in the plan.

**MAITLAND CITY COUNCIL**

ePlan

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

(Sheet 9 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
Covered by Maitland City Council  
Subdivision Certificate No. 111824  
Dated 01.08.2017

**Terms of Easement numbered 8 in the plan:**

Full and free right title liberty and licence for Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and alter or divert the position of a waste water pumping station, sewer mains or pipelines for the conveyance of sewage and water, cables or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances thereof in or under the surface of such part of the land described hereinafter as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage through the said waste water pumping station and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT IS HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for waste water pumping station delineated in the abovementioned plan except with the prior consent in writing of Hunter Water Corporation and except in compliance with any conditions which Hunter Water Corporation may specify in such consent.

**Terms of Easement numbered 9 in the plan:**

**Part A**

**Definitions and interpretation**

I (a) The following terms have the following meanings:

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

**Authorised Users** means Hunter Water's:

- (i) agents;
- (ii) employees;



ePlan

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

(Sheet 10 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
Covered by Maitland City Council  
Subdivision Certificate No. 111824  
Dated 01.08.2017

- (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 Pipeline on any plan registered with the New South Wales Department of Lands.

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

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

**Person** includes a body corporate.

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

## Part B

### Easement for Pipeline

2 Hunter Water and its Authorised Users may:

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

## Part C

### General provisions of easement

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
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SECTION 88B CONVEYANCING ACT 1919

(Sheet 11 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
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Subdivision Certificate No. 111824  
Dated 01.08.2017

- 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 Pipeline 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 Pipeline 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 Pipeline or will interfere with the effective operation of the Pipeline 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.

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

(Sheet 12 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
Covered by Maitland City Council  
Subdivision Certificate No. 111824  
Dated 01.08.2017

**Terms of Easement numbered 12 in the plan:**

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 12 in the plan.

Grange Estates (NSW) Pty Ltd ACN 079 624 909

**Terms of Restriction on the use of land numbered 16 in the plan:**

In perpetuity the land within the area marked "RP" on the subject land shall be managed in accordance with the Environmental Management Plan prepared by Douglas Partners, titled "Long-Term Environmental Management Plan" and dated 5 July 2017.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the Restriction on use of land numbered 16 in the plan.

**MAITLAND CITY COUNCIL**

**Terms of Restriction on the use of Land numbered 17 in the plan:**

No fence shall be permitted to remain on any lot or boundary of any lot unless the fence of an open style rural design comprising timber posts with timber rails or plain wire.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction on the use of land numbered 17 in the plan.

**MAITLAND CITY COUNCIL**

**Terms of Restriction on the use of Land numbered 18 in the plan:**

A 10.0m wide asset protection zone identified as "APZ" on the plan applies to the land in perpetuity 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'. No structures or buildings (other than fences) or any combustible material storage areas such as wood or mulch piles or trees with continuous canopies, or any other flammable material, are permitted within the asset protection zone.

ePlan

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

(Sheet 13 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
Covered by Maitland City Council  
Subdivision Certificate No. 111824  
Dated 01.08.2017

**Terms of Restriction on the use of Land numbered 19 in the plan:**

A 10.0m wide asset protection zone identified as "APZ" on the plan applies to the land in perpetuity 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'. No structures or buildings (other than fences) or any combustible material storage areas such as wood or mulch piles or trees with continuous canopies, or any other flammable material, are permitted within the asset protection zone.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction on the use of land numbered 19 in the plan.

**MAITLAND CITY COUNCIL**

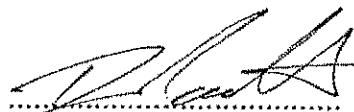
**Terms of Positive Covenant numbered 20 in the plan:**

The area of land identified as Lot 120 on the plan shall be managed as a temporary asset protection zone (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones' by the registered proprietor of the lot at the sole expense of the registered proprietor until such time as the land is further developed.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the positive covenant numbered 20 in the plan.

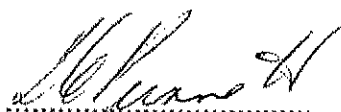
**MAITLAND CITY COUNCIL**

Executed on behalf of Grange Estates (NSW) Pty Ltd ACN 079 624 909  
Pursuant to Section 127 Corporations Act



Signature of Director

*Parvati Bevan Punnett*  
Name of Director / Secretary



Signature of Director

*TREVOR CHARLES PUNNETT*  
Name of Director

ePlan


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

(Sheet 14 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
Covered by Maitland City Council  
Subdivision Certificate No. **111824**  
Dated 01.08.2017

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

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

  
.....  
Signature of Witness

KAREN SCHRODER

.....  
Name of Witness

285 HIGH STREET MAITLAND

.....  
Address of Witness

ePlan

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

(Sheet 15 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
Covered by Maitland City Council  
Subdivision Certificate No. **111824**  
Dated 01.08.2017

Signed Sealed and Delivered  
for an on behalf of Alpha Distribution  
Ministerial Holding Corporation  
ABN 67 505 337 385 in the presence of

.....  
Witness

.....  
Name of Witness (please print)  
52 Martin Place  
126 Phillip Street Sydney NSW 2000  
.....  
Address of Witness

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

.....  
Name of agent

.....  
John Bailey  
103 Tudor Street  
Hamilton

.....  
Craig Michael Chapman

"SIGNED in my presence by the duly  
constituted Attornies, for and on  
behalf of GREATER BANK LIMITED  
under Registered  
Book 4713 No. 162, who are  
personally known to me."

ePlan


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

(Sheet 15 of 16)

Plan: **DP1234656**

Subdivision of Lot 2 in DP 1229364  
Covered by Maitland City Council  
Subdivision Certificate No. 111 824  
Dated 01.08.2017

Executed by **HUNTER WATER CORPORATION** )  
ABN 46 228 513 446 by its Attorney )  
**PETER JAMES KEMBREY** )  
pursuant to registered Power of Attorney )  
Book 4695 No 750 in the presence of: )

  
Peter James Kembrey

  
Witness

MARK HICKEY  
Name of Witness

36 HONEYSUCKLE DR NEWCASTLE  
Address of Witness

REGISTERED



01.09.2017

This magazine is a photographic record of the  
rescue of 5, drowned in the custody of the  
Engineer. Drowned this day. 2nd November, 1971

The first of these was a photograph of the man  
 referred to in connection to the activities of the  
 Communist General Staff. The photograph, dated





INSTRUMENT SIGNED ON 4TH APRIL AT WASHINGTON AND TRANSMITTED AS TO USAID UNDER  
TO BE CARRIED FORWARD TO SECTION 88 OF THE CONGRESSIONAL ACT, 1919

TO BE OBTAINED SUBSTANT IN EXCISE OF THE COMMISSIONING NOT 190

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DE. 112293. (THE ABOVE COMMERCE BOOK 3445  
NO. 876) HAS BEEN PURCHASED BY THE NATIONAL  
LIBRARY OF CONGRESS. CONTACTED BY: *Shaf*  
*Jan 21 1963*

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U.S. ARMY LIBRARY  
1455 14th St. NW  
WASHINGTON, D.C. 20521

WOLF HUNT AND STRIDES OF  
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### 3. IDENTIFY THE TASKS OF THE REPRESENTATION TASKS

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### THEORY

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### 3. HISTORY OF FISHING

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2015 REBIDDED

Vol 32 | 199

John D. Brown

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REGISTERED OFFICE

John J. Galt

INTERSTATE-TRADING CO. TRADING OF REFINISHED AND RECONSTRUCTED AS THE CASE INTERCOMMERCE

TO BE CREATED PURSUANT TO BROOKLYN ACT OF THE REVOLUTIONARY WAR, 1919

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REFERENCE TO THE  
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2075 MICHIGAN

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2. THE CITY OF EASTMERE ON  
THE COUNTY OF ESSEX

LETTERING TO THE  
ABOVE-MENTIONED PLAN

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1. TRUCK OF EQUIPMENT OR MATERIALS KNOWN TO BE THE PROPERTY OF  
THE U.S. ARMY

**2015**

2011 New York, Jersey, Maryland and Tennessee for the Scotland County House (John Goodell) for six years and a judge, the defendant, Lawrence, Maryland, and other persons authorized by it on the basis of the fact that the defendant had been.

On the ground, management, finance, inventory, storage, working, transport, unloading and loading of the equipment, the equipment is produced, making, maintaining, assembly, transportation, storage, storage and delivery and the equipment is therefore functioning between and giving and about military units. American and the transportation of equipment, the construction of all of which vessels the equipment is immediately acknowledged in various in the production of the working equipment and

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This magazine is a photographic record of a permanent record of a disappearing in the majority of the "Faded Star Country" like day after tomorrow, 1961

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24 JUL 1964

Phyllis  
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THE UNIVERSITY OF CHICAGO PRESS

Philip J. Hill

2025年1月1日

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FORWARD SENTINCE ALL YEARS OF MARRIAGE AND RECONCILIATIONS AS IN REG. 100-100.  
NO RE-ENTRY PERMITTED TO SECTION 100-100. (100)

SECRET - FURTHER COPY TO THE DIRECTOR

to any other of the many thousands who might be called upon to make the same sacrifice. The Government has no intention of making any such distinction. It is not in the least desirous of making any such distinction. It is not in the least desirous of making any such distinction. It is not in the least desirous of making any such distinction.

1- NEEDS OF THE PEOPLE BY DISTRIBUTION THROUGHOUT TO IN THE ABOVE MENTIONED PLAN.

[illegible]

It is the common practice to inform him of the Government's acts, 1918.

SHIRT FOUR OF FIVE SEQUESTERED  
JUL 28 1958

3. ITEMS OF INTEREST OR RESTRICTION PLEASE REFERRED TO IN THE ABOVE-ENTITLED STATE

(3) No building or structure on the land hereby intended to be used as the land specified by your form -

[illegible]

(iii) The absence of any equivalent identifying information.

WOLFFENBUTTEL

443 -EINE NEU ERÖFFNETE KOLONIE

1870-1871. 1872-1873. 1874-1875. 1876-1877. 1878-1879. 1880-1881. 1882-1883. 1884-1885. 1886-1887. 1888-1889. 1890-1891. 1892-1893. 1894-1895. 1896-1897. 1898-1899. 1900-1901. 1902-1903. 1904-1905. 1906-1907. 1908-1909. 1910-1911. 1912-1913. 1914-1915. 1916-1917. 1918-1919. 1920-1921. 1922-1923. 1924-1925. 1926-1927. 1928-1929. 1930-1931. 1932-1933. 1934-1935. 1936-1937. 1938-1939. 1940-1941. 1942-1943. 1944-1945. 1946-1947. 1948-1949. 1950-1951. 1952-1953. 1954-1955. 1956-1957. 1958-1959. 1960-1961. 1962-1963. 1964-1965. 1966-1967. 1968-1969. 1970-1971. 1972-1973. 1974-1975. 1976-1977. 1978-1979. 1980-1981. 1982-1983. 1984-1985. 1986-1987. 1988-1989. 1990-1991. 1992-1993. 1994-1995. 1996-1997. 1998-1999. 2000-2001. 2002-2003. 2004-2005. 2006-2007. 2008-2009. 2010-2011. 2012-2013. 2014-2015. 2016-2017. 2018-2019. 2020-2021. 2022-2023. 2024-2025. 2026-2027. 2028-2029. 2030-2031. 2032-2033. 2034-2035. 2036-2037. 2038-2039. 2040-2041. 2042-2043. 2044-2045. 2046-2047. 2048-2049. 2050-2051. 2052-2053. 2054-2055. 2056-2057. 2058-2059. 2060-2061. 2062-2063. 2064-2065. 2066-2067. 2068-2069. 2070-2071. 2072-2073. 2074-2075. 2076-2077. 2078-2079. 2080-2081. 2082-2083. 2084-2085. 2086-2087. 2088-2089. 2090-2091. 2092-2093. 2094-2095. 2096-2097. 2098-2099. 2100-2101. 2102-2103. 2104-2105. 2106-2107. 2108-2109. 2110-2111. 2112-2113. 2114-2115. 2116-2117. 2118-2119. 2120-2121. 2122-2123. 2124-2125. 2126-2127. 2128-2129. 2130-2131. 2132-2133. 2134-2135. 2136-2137. 2138-2139. 2140-2141. 2142-2143. 2144-2145. 2146-2147. 2148-2149. 2150-2151. 2152-2153. 2154-2155. 2156-2157. 2158-2159. 2160-2161. 2162-2163. 2164-2165. 2166-2167. 2168-2169. 2170-2171. 2172-2173. 2174-2175. 2176-2177. 2178-2179. 2180-2181. 2182-2183. 2184-2185. 2186-2187. 2188-2189. 2190-2191. 2192-2193. 2194-2195. 2196-2197. 2198-2199. 2200-2201. 2202-2203. 2204-2205. 2206-2207. 2208-2209. 2210-2211. 2212-2213. 2214-2215. 2216-2217. 2218-2219. 2220-2221. 2222-2223. 2224-2225. 2226-2227. 2228-2229. 2230-2231. 2232-2233. 2234-2235. 2236-2237. 2238-2239. 2240-2241. 2242-2243. 2244-2245. 2246-2247. 2248-2249. 2250-2251. 2252-2253. 2254-2255. 2256-2257. 2258-2259. 2260-2261. 2262-2263. 2264-2265. 2266-2267. 2268-2269. 2270-2271. 2272-2273. 2274-2275. 2276-2277. 2278-2279. 2280-2281. 2282-2283. 2284-2285. 2286-2287. 2288-2289. 2290-2291. 2292-2293. 2294-2295. 2296-2297. 2298-2299. 2300-2301. 2302-2303. 2304-2305. 2306-2307. 2308-2309. 2310-2311. 2312-2313. 2314-2315. 2316-2317. 2318-2319. 2320-2321. 2322-2323. 2324-2325. 2326-2327. 2328-2329. 2330-2331. 2332-2333. 2334-2335. 2336-2337. 2338-2339. 2340-2341. 2342-2343. 2344-2345. 2346-2347. 2348-2349. 2350-2351. 2352-2353. 2354-2355. 2356-2357. 2358-2359. 2360-2361. 2362-2363. 2364-2365. 2366-2367. 2368-2369. 2370-2371. 2372-2373. 2374-2375. 2376-2377. 2378-2379. 2380-2381. 2382-2383. 2384-2385. 2386-2387. 2388-2389. 2390-2391. 2392-2393. 2394-2395. 2396-2397. 2398-2399. 2400-2401. 2402-2403. 2404-2405. 2406-2407. 2408-2409. 2410-2411. 2412-2413. 2414-2415. 2416-2417. 2418-2419. 2420-2421. 2422-2423. 2424-2425. 2426-2427. 2428-2429. 2430-2431. 2432-2433. 2434-2435. 2436-2437. 2438-2439. 2440-2441. 2442-2443. 2444-2445. 2446-2447. 2448-2449. 2450-2451. 2452-2453. 2454-2455. 2456-2457. 2458-2459. 2460-2461. 2462-2463. 2464-2465. 2466-2467. 2468-2469. 2470-2471. 2472-2473. 2474-2475. 2476-2477. 2478-2479. 2480-2481. 2482-2483. 2484-2485. 2486-2487. 2488-2489. 2490-2491. 2492-2493. 2494-2495. 2496-2497. 2498-2499. 2500-2501. 2502-2503. 2504-2505. 2506-2507. 2508-2509. 2510-2511. 2512-2513. 2514-2515. 2516-2517. 2518-2519. 2520-2521. 2522-2523. 2524-2525. 2526-2527. 2528-2529. 2530-2531. 2532-2533. 2534-2535. 2536-2537. 2538-2539. 2540-2541. 2542-2543. 2544-2545. 2546-2547. 2548-2549. 2550-2551. 2552-2553. 2554-2555. 2556-2557. 2558-2559. 2560-2561. 2562-2563. 2564-2565. 2566-2567. 2568-2569. 2570-2571. 2572-2573. 2574-2575. 2576-2577. 2578-2579. 2580-2581. 2582-2583. 2584-2585. 2586-2587. 2588-2589. 2590-2591. 2592-2593. 2594-2595. 2596-2597. 2598-2599. 2600-2601. 2602-2603. 2604-2605. 2606-2607. 2608-2609. 2610-2611. 2612-2613.

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(4) The presence of a temporary character, however, counts strongly against the exercise of skill in that he may lose out immediately as he is not a permanent employee.

to state competition with the other houses and again appeared by himself at the city of Richmond proposed in the year a nation and not outside the state.

(a) No other letter holder is eligible for compensation, benefits or expenses that are attributable to or incurred by the holder of the letter.

(b) The existing program and Federal statute do not authorize the collection of information about any individual's religious beliefs or activities, or the collection of information about the religious beliefs or activities of any individual who is not a member of the Church of Jesus Christ of Latter-day Saints. No law forbids the collection of a building's structural or design information. No law forbids the collection of a building's structural or design information.

WILLIAM BRADY, JR., 40015 LANTANA DRIVE.





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

LENGTHS ARE IN METRES

(Sheet 1 of 2 Sheets)

**DP1104611**

Plan of easement for Water Supply 4  
 wide within Lot 4 DP 813858 and Lot  
 103 in DP 1019112

Full name and address of  
 Proprietors of Land

As to Lot 4 DP 813858:  
 Durndrax Pty. Limited  
 (A.C.N. 603 674 548)  
 of 16 Elgin Street, Maitland.

As to Lot 103 DP 1019112  
 Julie Anne Tilse  
 of 9 Mount Harris Drive, Bolwarra.

Full Name and Address of Mortgagee  
 of Land:

As to Lot 4 DP 813858  
 Elders Rural Bank,  
 of 168-172 Brisbane Street, Dubbo.

As to Lot 103 DP 1019112  
 Permanent Custodians Limited

**PART 1 (CREATION)**

Number of items shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for water supply 4 wide	Lot 4 DP 813858	Lot 1 DP 813858 Lot 2 DP 813858 Lot 103 DP 1019112
2	Easement for water supply 4 wide	Lot 103 DP 1019112	Lot 1 DP 813858 Lot 2 DP 813858 Lot 4 DP 813858

**PART 2**

1. Terms of the easement or restriction firstly referred to in the abovementioned plan.

The owners of the Lots benefited may:-

- 1.1 Install metering and control equipment including isolation valves in order to monitor and  
 record water distributed by the Mount Harris Water Supply Scheme in accordance with  
 the Deed referable thereto, but only within the site of this easement.
- 1.2 Install such ancillary facilities, whether pipes, cables, control lines on the Lot burdened,  
 but only within the site of this easement.

X *[Signature]*  
 X *[Signature]*

*[Signature]*  
 Barbara Ward

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

LENGTHS ARE IN METRES

(Sheet 2 of 2 Sheets)

**DP1104611**

Plan of easement for Water Supply 4  
wide within Lot 4 DP 818858 and Lot  
103 in DP 1019112

1.3 Run water in pipes through the Lot burdened, electricity and control signals through the cables in the Lot burdened, but only within the site of this easement.

1.4 Do anything reasonably necessary for that purpose including:-

- (a) entering the Lot burdened; and
- (b) taking anything on to the Lot burdened; and
- (c) carrying out work, such as constructing, placing, repairing or maintaining pipes and equipment.

Provided however that the owner of a Lot benefited shall only be entitled to access water through or by the easement for water supply in accordance with the terms of the Mount Harris Water Supply Deed whatsoever a Participating Registered Proprietor within the terms of that Deed. ( Book 4498 No 317 )

The person having the right to release or vary the terms of this easement is the registered proprietors of the land benefited in accordance with the terms of the Mount Harris Water Supply Agreement registered as Book 4498 No 217

2. Terms of easement or restriction to user secondly referred to in the abovementioned plan.

The owners of the Lots benefited may:-

- 2.1 Install a pump or pumps adjacent to the Hunter River, but only within the site of its easement.
- 2.2 Install such ancillary facilities, whether pipes, cables, control lines on the Lot burdened, but only within the site of this easement.
- 2.3 Run water in pipes through the Lot burdened, electricity and control signals through the cables in the Lot burdened, but only within the site of this easement.
- 2.4 Do anything reasonably necessary for that purpose including:-
  - (a) entering the Lot burdened; and
  - (b) taking anything onto the Lot burdened; and
  - (c) carrying out work, such as constructing, placing, repairing or maintaining pipes and equipment.

Provided out that the owner of a Lot benefited shall only be entitled to access water through or by the easement for water supply in accordance with the terms of the Mount Harris Water Supply Deed whatsoever a Participating Registered Proprietor within the terms of that Deed. ( Book 4498 No 317 )

X Jash  
X [Signature]

[Signature] R. [Signature]  
Barbara [Signature]

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

LENGTHS ARE IN METRES

(Sheet 3 of 4 Sheets)

**DP1104611**

Plan of easement for Water Supply 4  
wide within Lot 4 DP 813858 and Lot  
103 in DP 1019112

Persons having the right to release or vary the terms of the easement is the registered  
proprietors of the land benefited in accordance with the terms of the Mount Harris Water  
Supply Agreement registered as Book 44 94 No 217

EXECUTED on behalf of DURNDRA

PTY LIMITED (A.C.N. 003 874 548)

In accordance with Section 127 of the

Corporations Act

Secretary

*RALPH K WARR*

Director

*BARBARA WARD*

SIGNED by the said JULIE ANNE

TILSE in the presence of

Witness

*Julia Anne Tilse*

BRENT A TILSE

WITNESS & MT HARRIS DA  
COL WARRA.

SIGNED in my presence by ELDERS  
RURAL BANK LIMITED by its  
Attorney who is personally known to me

Signature of Witness

*STEVEN COLLEGE*  
Name of Witness (Block Letters)

168-172 RUSSELL ST

DURRO NSW 1580  
Address of Witness

ELDERS RURAL BANK LIMITED  
by its Attorney

*Harold Raymond Bolitho*  
Credit & Lending Manager NSW  
pursuant to Power of Attorney  
Registered Book 4413 No. 623 and I  
declare that I have no notice of the  
revocation of the said Power of  
Attorney

Signature of Attorney



Annexure Page

Sheet 4 of 4

Consent to Plan of Easement and Section 88B Instrument

DP1104611

Mortgagee

Permanent Custodians Limited

Mortgagor

Julia Anne Tilse

Property

8 Mount Harris Drive Maitland Vale New South Wales

Folio Identifier

103/1019112

DATED this

16<sup>th</sup>

day of

October

2006.

The mortgagee hereby consents to this plan of easement and section 88b instrument.

I have no notice of the revocation of the power of attorney under which I sign this document.

SIGNED SEALED AND DELIVERED on

behalf of Permanent Custodians Limited under

power of attorney registered book no

in the presence of:

Attorney

Witness

CHANDRA SINGH

Print name

35 CLARENCE STREET, SYDNEY, 2000  
Print address

PERMANENT CUSTODIANS LIMITED ACN 081 428 384	
by its Principal who state that they have no notice of	
revocation of the Power of Attorney dated 2nd June 1993,	
whereby they execute this deed document of instrument,	
Group A Attorney	Group B Attorney
Signature	Signature
JOHN MEYER	ANGELA RISTEVSKA
Name	Name

008835

REGISTERED 14.11.2006

# Appendix C – Acoustic Treatment of Residences





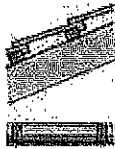
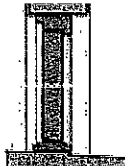
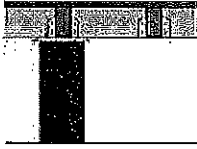

The following table sets out standard (or deemed-to-satisfy) constructions for each category of noise control treatment for the sleeping areas and other habitable areas of single / dual occupancy residential developments only. The assumptions made in the noise modelling are as follows:

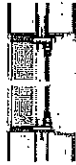

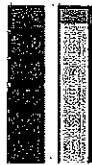
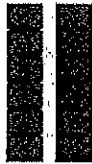
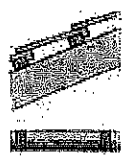
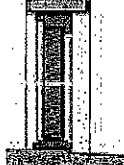


- Typical layout of a modern dwelling taken from a recent large residential development in an outer Sydney suburb
- Bedrooms and other habitable rooms are exposed to road noise



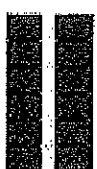

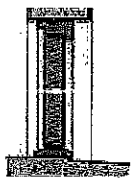

## ACOUSTIC PERFORMANCE OF BUILDING ELEMENTS



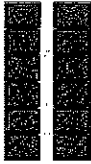

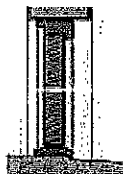

The acoustic performances assumed of each building element in deriving the Standard Constructions for each category of noise control treatment presented in the preceding Table, are presented below in terms of Weighted Sound Reduction Index (Rw) values, which can be used to find alternatives to the standard constructions presented in this Appendix:


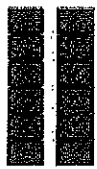


Category of Noise Control Treatment	Rw of Building Elements (minimum assumed)				
	Windows/Sliding Doors	Frontage Facade	Roof	Entry/Door	Floor
Category 1	24	38	40	28	29
Category 2	27	45	43	30	29
Category 3	32	52	48	33	50
Category 4	35	55	52	33	60
Category 5	43	55	55	40	60

Category No.	Building Element	Standard Constructions	sample
1	Windows/Sliding Doors	Openable with minimum 4mm monolithic glass and standard weather seals	
	Frontage Facade	<b>Timber Frame or Cladding:</b> 6mm fibre cement sheathing or weatherboards or plank cladding externally, 90mm deep timber stud or 92mm metal stud, 13mm standard plasterboard internally	
		<b>Brick Veneer:</b> 110mm brick, 90mm timber stud or 92mm metal stud, minimum 50mm clearance between masonry and stud frame, 10mm standard plasterboard internally	
		<b>Double Brick Cavity:</b> 2 leaves of 110mm brickwork separated by 50mm gap	
	Roof	Pitched concrete or terracotta tile or metal sheet roof with sarking, 10mm plasterboard ceiling fixed to ceiling joists, R1.5 insulation batts in roof cavity.	
	Entry Door	35mm solid core timber door fitted with full perimeter acoustic seals	
	Floor	1 layer of 19mm structural floor boards, timber joist on piers	
		Concrete slab floor on ground	

Category No	Building Element	Standard Constructions	sample
2	Windows/Sliding Doors	Openable with minimum 6mm monolithic glass and full perimeter acoustic seals	
	Frontage Facade	<b>Timber Frame or Cladding Construction:</b> 6mm fibre cement sheeting or weatherboards or plank cladding externally, 80mm deep timber stud or 92mm metal stud, 13mm standard plasterboard internally with R2 insulation in wall cavity.	
		<b>Brick Veneer Construction:</b> 110mm brick, 80mm timber stud frame or 92mm metal stud, minimum 50mm clearance between masonry and stud frame, 10mm standard plasterboard internally.	
		<b>Double Brick Cavity Construction:</b> 2 leaves of 110mm brickwork separated by 50mm gap	
	Roof	Pitched concrete or terracotta tile or metal sheet roof with earking, 10mm plasterboard ceiling fixed to ceiling joists, R2 insulation batts in roof cavity.	
	Entry Door	40mm solid core timber door fitted with full perimeter acoustic seals	
	Floor	1 layer of 19mm structural floor boards, timber joist on piers	
		Concrete slab floor on ground	

Category No.	Building Element	Standard Constructions	Sample
3	Windows/Sliding Doors	Openable with minimum 6.38mm laminated glass and full perimeter acoustic seals	
	Frontage Facade	<b>Brick Veneer Construction:</b> 110mm brick, 90mm timber stud or 92mm metal stud, minimum 50mm clearance between masonry and stud frame, 10mm standard plasterboard internally.	
		<b>Double Brick Cavity Construction:</b> 2 leaves of 110mm brickwork separated by 60mm gap	
	Roof	Pitched concrete or terracotta tile or sheet metal roof with sarking, 1 layer of 13mm sound-rated plasterboard fixed to ceiling joists, R2 insulation batts in roof cavity.	
	Entry Door	46mm solid core timber door fitted with full perimeter acoustic seals	
	Floor	Concrete slab floor on ground	

Category No.	Building Element	Standard Constructions	Sample
1	Windows/Sliding Doors	Openable with minimum 10.38mm laminated glass and full perimeter acoustic seals	
	Frontage Facade	<b>Brick Veneer Construction:</b> 110mm brick, 90mm timber stud or 92mm metal stud, minimum 80mm clearance between masonry and stud frame, R2 insulation batts in wall cavity, 10mm standard plasterboard internally.	
		<b>Double Brick Cavity Construction:</b> 2 leaves of 110mm brickwork separated by 50mm gap	
	Roof	Pitched concrete or terracotta tile or sheet metal roof with sarking, 2 layers of 10mm sound-rated plasterboard fixed to ceiling joists, R2 insulation batts in roof cavity.	
	Entry Door	45mm solid core timber door fitted with full perimeter acoustic seals	
	Floor	Concrete slab floor on ground	

Category No.	Building Element	Standard Constructions	sample
5	Windows/Sliding Doors	Openable Double Glazing with separate panes: 6mm monolithic glass, 100mm air gap, 6mm monolithic glass with full perimeter acoustic seals.	
	Frontage Facade	Double Brick Cavity Construction: 2 leaves of 110mm brickwork separated by 60mm gap with cement render to the external face of the wall and cement render or 13mm plasterboard direct fixed to internal faces of the wall.	
	Roof	Pitched concrete or terracotta tile or sheet metal roof with sarking, 2 layers of 10mm sound-rated plasterboard fixed to ceiling joist using resilient mounts, R2 insulation batts in roof cavity	
	Entry Door	Special high performance acoustic door required - Consult an Acoustic Engineer	<i>Door to acoustic consultant's specifications</i>
	Floor	Concrete slab floor on ground	
6	All	Consult an Acoustic Engineer	



10-0530

CA NUMBER

DEEDS IND  
PARTICULAR



BK 4498 NO 317

a only

1st use

(A) Delivery Box	Name, Address/DX		
39U	LIPN: THOMPSON 12884QP LAMPPOINT GALLERIES Phone: (02) 8288 1011 DK848 SYDNEY		
	Telephone no.		
	Reference		
	Hills - Durnorax		
(B) Nature of Instrument	DEED		Date of Instrument
			7.9.06.
(C) 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			
10/1/06			
any			

(D) Entry	GIVEN NAMES/COMPANY NAME	FAMILY NAME
V	DURNORAX PTY LIMITED (ACN 003 674 548)	
V	GEOFFREY MICHAEL	THOMPSON
V	MAXINE	MARTIN
V	JULIE ANNE	TILSE

(E) I, RALPH KEITH CHARLES WARD of HILLS SOLICITORS  
16 ELGIN STREET, NAITLAND  
 certify that for the purposes of section 184D(3) of the Conveyancing Act 1919 that  
 1. the registration copy is a true copy of the original and  
 2. the above index particulars of the original instrument [and on the annexure(s)] are complete and correct.  
 Signed [Signature] Date 7.9.06.

Entered

Verified



DATED: 7th Sept 2006

COPY

DURNDRAX PTY. LIMITED  
A.C.N. 003 674 548  
("DURNDRAX")  
AND  
GEOFFREY MICHAEL THOMPSON  
("THOMPSON")  
AND  
MAXINE MARTIN  
("MARTIN")  
AND  
JULIE ANNE TILSE  
("TILSE")

## MOUNT HARRIS WATER SUPPLY DEED



16 Elgin Street, Maitland. 2320.  
D.R. 21602, Maitland.  
PH: (02) 4933 5111  
FAX: (02) 4934 1602

Date of Publication: 31 August 2006

THIS DEED made the 7<sup>th</sup> day of Aug Two Thousand and Six

BETWEEN: DURNDRAX PTY. LIMITED (ACN 008 674 548) of 16 Elgin Street, Maitland (herein called "Durndrax") of the first part

AND: GEOFFREY MICHAEL THOMPSON of 5 Mount Harris Drive, Bolwarra Heights (herein called "Thompson") of the second part

AND: MAXINE MARTIN of 6 Mount Harris Drive, Bolwarra Heights (herein called "Martin") of the third part

AND: JULIE ANNE TILSE of 8 Mount Harris Drive, Bolwarra Heights (herein called "Tilse") of the fourth part.

BACKGROUND:

- A. The parties are the proprietors of land in or formerly in Deposit Plan 813858 being land situate at Mount Harris Drive, Bolwarra Heights.
- B. Lands in DP 813858 enjoyed in its original form a frontage to the Hunter River whereas following the registration of DP 813858, Lots 3 and 4 in DP 813858 retained Hunter River frontage only.
- C. The parties have agreed to establish a water supply arrangement for stock and domestic purposes for all four parties based upon water from the Hunter River being available to storage facilities located on each of the land parcels.
- D. In respect of the water supply scheme it is proposed that:
  - (a) Pump will be located on suitable land owned by Tilse.
  - (b) Water supply lines, power and control lines will be generally located on the Durndrax land.
  - (c) Each of the owners will provide a facility for receiving water.
  - (d) The pump installed on the River will be supplied with power from the Martin land with appropriate control lines.
  - (e) Certain expenses will be incurred both in establishing the water supply scheme and in operating the water supply scheme on a continuing basis.

*[Handwritten signatures and initials]*

- E. This Deed is being entered into by the parties to set out the liability of each of the parties for expenses as will be incurred to establishing the water supply scheme and the terms upon which water may be used by Participating Registered Proprietors.
- F. It is intended that the benefit of the water supply scheme will attach to the owners for the time being of each land parcel.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

**1. Interpretation**

In this Deed, unless the context requires otherwise:-

- 1.1 the singular includes the plural and vice versa;
- 1.2 a gender includes the other genders;
- 1.3 headings are used for convenience only and do not affect the interpretation of this deed; and
- 1.4 a reference to a document includes the document as modified from time to time and any document replacing it.

**2. Definitions**

"Contribution Notice" means a notice issued by the Committee established under this Deed providing details of amounts to be paid by a Participating Registered Proprietor referable to the Scheme.

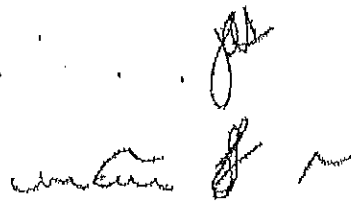
"Dumdrax Easement" means the easement to be created over the Dumdrax Lands in order to accommodate the supply lines, electricity supply and control lines for the Mount Harris Water Supply Scheme.

"Dumdrax Lands" means land at the date of this Deed owned by Dumdrax being Lot 4 in Deposit Plan 813858.

"Electricity Supply" means the provision of electricity from the Martin Lands to operate the pump and control equipment for the Mount Harris Water Supply Scheme.

"Eligible Registered Proprietor" means a proprietor for the time being of any of lots 1, 2 and 4 in Deposited Plan 813858 and Lot 103 in Deposited Plan 1019112.

"Martin Lands" means Lot 2 in Deposit Plan 813858.



"Mount Harris" means lands contained in Deposit Plan 813858 at the time of registration of that Deposited Plan with the Department of Lands.

"Mount Harris Water Supply Scheme" means the water supply scheme established pursuant to this Deed.

"Participating Registered Proprietor" means an owner for the time being of land at Mount Harris who has agreed to participate in the Mount Harris Water Supply Scheme and is not in default under any term of this Deed.

"Scheme" means the Mount Harris Water Supply Scheme established under this Deed.

"Tilse Easement" means the easement to be created over Lot 103 in Deposit Plan 1018142 to accommodate the pump, pipe line and the ancillary services (including electricity) for the Mount Harris Water Supply Scheme.

"Tilse Lands" means lands owned by Tilse at the date of this Deed now being Lot 103 in Deposit Plan 1018142 being part only of lands formerly in Lot 3 DP 813858.

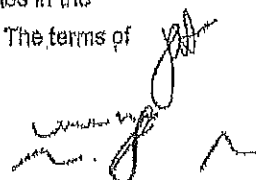
NOW BY THIS DEED IT IS AGREED AS FOLLOWS:

1. **SCHEME CONCEPT**

The parties agree and acknowledge that water is to be extracted from the Hunter River by the electric pump located within the Tilse Easement. The power and control lines for such pump to be furnished from the Marlin land. The water is to be extracted at a nominal pumping rate of 1.5 litres per second and then distributed through the Durndrax Easement. Each Participating Registered Proprietor is to supply a water storage facility, which facility will receive an allocation of water on a rotational basis. The amount of water received by each Participating Registered Proprietor is to be measured to enable ongoing costs to be apportioned. The Scheme is to be under the control of a Committee of which the Eligible Registered Proprietors are to be members.

2. **TILSE EASEMENT**

Tilse hereby agrees to grant an easement for water supply 4 wide to facilitate the installation of an electric pump, pipe line, electricity supply and control lines in the position substantially conforming to that disclosed on the plan attached. The terms of



the easement and other relevant details to obtain compliance with Section 88(1) of the Conveyancing Act, 1919 are set out in Schedule 1 under the heading "Tilse Easement".

3. **DURDRAX EASEMENT**

Durdrax hereby agrees to grant an easement for water supply 4 wide to facilitate the installation of a pipe line equipment including valves and meters, electricity supply and control lines in the position substantially conforming to that disclosed on the plan attached. The terms of the easement and other relevant details to obtain compliance with Section 88(1) of the Conveyancing Act, 1919 are set out in Schedule 2 under the heading "Durdrax Easement".

4. **MARTIN ELECTRICITY SUPPLY**


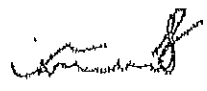
Martin hereby warrants in favour of the other parties hereto and for the benefit of any future participant in the Mount Harris Water Supply Scheme that Martin will provide to the Scheme electricity including control lines so as to operate the electric pump installed in the Tilse Easement and to enable the water extracted from the Hunter River to be distributed to the Participating Registered Proprietors through the Durdrax Easement.

6. **CAPITAL CONTRIBUTIONS**

Martin warrants that Martin will cause to be installed the infrastructure for the Mount Harris Water Supply Scheme as more particularly specified in Schedule 3 conditional upon Martin having received the initial capital contribution required from each of the parties. Initial capital contributions are to cover the cost of installing and commissioning the Scheme exclusive of the costs as will be incurred by each party in providing water storage facilities on their land.

Each of the parties hereto shall at their own cost provide a water storage facility (a dam or a tank) to receive water from the Scheme. Each proprietor shall provide details of their water storage facility to Martin to facilitate the design of the Scheme.

Durdrax and Tilse warrant that they will provide such assistance and provide such consents as may be required to enable Martin to install and commission the Mount Harris Water Supply Scheme.

Martin shall be entitled to effect such variations to the Scheme (as described in Schedule 3) as may be reasonably necessary to provide an effective water distribution arrangement with a capacity of 1.5 litres per second. Martin shall not be entitled to make any substantial change to the specification or design of the system without the consent of all parties hereto.

The parties warrant that they will contribute to the cost of installation and commissioning of the Mount Harris Water Supply Scheme (the initial capital contribution) in accordance with the proportions specified in Schedule 3. Martin shall be entitled to have received all initial capital contributions prior to commencing installation of the Scheme. Once all initial capital contributions have been paid, Martin shall promptly proceed with the installation and commissioning of the Scheme.

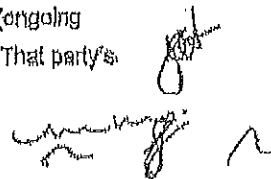
In the event that the Scheme is installed by Martin prior to an initial capital contribution being received from a party hereto, then Martin shall be entitled, in addition to the amount as would otherwise be payable as the initial capital contribution, such additional costs as may be incurred together with interest on all unpaid amounts such interest to be calculated at 2% per month and compounded monthly.

#### 6. ONGOING COST OF THE SCHEME

The ongoing contribution to the Scheme shall be such amount as is necessary for:

- (i) Pay any fees as may be payable to any Government Department (Department of Natural Resources or otherwise) to secure access to water for stock and domestic purposes from the Hunter River;
- (ii) Provide the power (electricity) to enable the pump to extract water from the Hunter River and to distribute it;
- (iii) To meet general repairs and maintenance costs;
- (iv) To provide a sinking fund to replace the pump and any other major components at the end of their estimated working life.

Each party hereto covenants with the other parties to meet that proportion of the ongoing costs to which that party is liable under the terms of this Deed. Each party acknowledges that failure to pay their proportion of the ongoing costs (ongoing contributions) will disentitle them to receive water under the Scheme. That party's



2

1

## 1

## 1

1

11

- replacement of

- (iii) To determine from time to time the maximum daily allocation available to the Participating Registered Proprietors.
- (iv) Where appropriate, to provide a schedule advising the days and times when water will be available to a Participating Registered Proprietor, unless otherwise determined that schedule shall entitle Participating Registered Proprietors on a rotating weekly basis to receive water to the exclusion of the other Participating Registered Proprietors.
- (v) To determine a budget or budgets with regard to the replacement of the components of the Scheme which budget shall be revised annually (re: replacement capital contribution).
- (vi) Set the replacement capital contributions on each anniversary of this Deed.
- (vii) To determine a budget or budgets with regard to maintenance and operation of the supply facilities which budget shall be revised periodically (the ongoing contribution).
- (viii) Determine levies for the ongoing contribution by each Participating Registered Proprietor for water supplied or to be supplied to them by the Scheme.
- (ix) Shall notify the Participating Registered Proprietors of its budget proposals not less than fourteen days prior to the implementation thereof.
- (x) Collect from a Participating Registered Proprietor the contribution (whether the replacement capital contribution or ongoing contribution) including the power to take action to recover any such monies as the duly appointed Attorney of all persons who are parties hereto and in respect of whom authority is required to enable proceedings to issue.
- (xi) Shall maintain full and sufficient records of:
  - (1) Its budgets;
  - (2) Its decisions;
  - (3) Expenses incurred in respect of any period;
  - (4) Contributions/levies raised and particulars of payment referable thereto.

*[Handwritten signature]*



- (xii) Shall cause all monies received to be credited to an account conducted on behalf of the Participating Registered Proprietors and shall cause all payments on behalf of the Participating Registered Proprietors to be made from such account by way of cheque.

9. CONTRIBUTION NOTICES

9.1 The Committee shall quarterly or at such other intervals as it deems appropriate issue Contribution Notices to the Participating Registered Proprietor in respect of their proportion or contribution to costs or expenses incurred under this Water Supply Deed.

9.2 The Committee shall cause a sufficient summary to be provided in the Contribution Notice to disclose:-

- (i) total ongoing costs of the Scheme in that period,
- (ii) Volume of water supplied to the Participating Registered Proprietor and the total volume of water supplied to all Participating Registered Proprietors.
- (iii) the amount payable by the Participating Registered Proprietor as their proportion of the total ongoing costs (ongoing contribution).

9.3 Each Participating Registered Proprietor must within fourteen days of receipt of the Contribution Notice cause to be paid to the Committee or its nominee the amount specified in the notice.

10. DEFAULT BY PARTICIPATING REGISTERED PROPRIETOR

10.1 Where a Participating Registered Proprietor is in default of payment of contributions or levies pursuant to the provisions of this agreement then notwithstanding any other provision appearing in this agreement:

- (i) Interest may be imposed on all unpaid amounts from the due date to the date upon which payment is made at the rate of 2% per month (compounded);
- (ii) The Committee shall be entitled to apply any bond or security payment made by the defaulting Participating Registered Proprietor in or towards the amount owing by that person;

*jat*  
*Amund. n*

- 10.2 The Committee may on giving not less than fourteen days notice remove the volumetric water meter servicing the supply to that Participating Registered Proprietor in default and shall be entitled to disable the water supply line to prevent water being supplied to the Participating Registered Proprietor from the Scheme.

#### 11. ACCESS TO RECORDS

Each Participating Registered Proprietor shall be entitled upon reasonable notice and not more than once in each of the six month period to have access for the purpose of inspecting the records maintained by the Committee.

#### 12. DUTIES OF PARTICIPATING REGISTERED PROPRIETOR

Each Participating Registered Proprietor must:

- (i) Provide such assistance to the Committee as may be necessary to ensure the proper operation of the Scheme and in particular the repair and renovation of the pump, pipe line and supply facilities.
- (ii) Ensure the proper operation, maintenance, repair and renovation of all equipment and facilities for the receipt of and storage of water upon his property.
- (iii) Prevent any damage of injury being occasioned to the water supply facilities for this Scheme located within the boundaries of his property and shall solely be responsible for all costs incurred in rectifying or replacing any such facilities damaged or destroyed by him or by any invitee, contractor or servant.
- (iv) Where a separate Sinking Fund is established to replace a component of the Scheme, to pay the Committee an equitable contribution to the Sinking Fund.
- (v) Pay to the Committee all ongoing contributions or levies for water taken from the Scheme.
- (vi) Ensure that a Committee is and remains properly constituted.
- (vii) Implement decisions made by the Committee.
- (viii) Not to take water in excess of any maximum daily allocation determined by the Committee in respect of the Scheme.

*just*  
*Wang*



- (iii) Paid a sufficient deposit or bond to re-establish the bond to the level then appropriate to cover not less than one and a half billing cycles of historical usage by the Participating Registered Proprietor.
- (iv) Reimbursed all costs incurred by the Committee arising out of the default including costs with regard to the removal and installation of the meter and default costs as determined from time to time by the Committee.

#### 16. SUPPLY FAILURE

The parties hereto acknowledge that the Scheme is a voluntary Scheme which is being entered into by the Participating Registered Proprietors with the intention that each Participating Registered Proprietor will receive a mutual benefit under the Scheme. The parties however acknowledge that no other party hereto shall have a liability to another in the event that:-

- (i) The Scheme is precluded from drawing water from the Hunter River,
- (ii) There is a failure of the Scheme and there are insufficient funds to re-establish the Scheme whether for the benefit of all or some of the Participating Registered Proprietors,
- (iii) There is a break down or failure of any part of the Scheme and there is no water supplied by the Scheme during any period (notwithstanding the length of that period).

#### 17. COSTS AND STAMP DUTY

##### 17.1 Stamp Duty

All stamp duty in connection with this Agreement will be payable by Durndrax.

##### 17.2 Other Legal Costs

Each party must pay their own costs of this Agreement and the transactions contemplated by it unless otherwise specifically provided for.

*for*  
*myself*

18. GST

Where any supply made pursuant to this Deed is a taxable supply for the purpose of the GST Law, then the person required to make a payment shall pay the GST referable to that supply in addition to the value of the supply.

19. NOTICES

19.1 Method of giving notices

A notice, consent, approval or other communication (each a 'Notice') under this Agreement must be in writing signed by an officer or solicitor of the party, addressed to the party to whom it is to be given.

19.2 Time of receipt

A Notice may be given by personal delivery, pre-paid mail or facsimile and is treated as having been given and received:

- (i) If delivered to a party's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (ii) If sent by pre-paid mail, on the third Business Day after posting; or
- (iii) If transmitted by facsimile to a party's address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.

19.3 Addresses for notices

For the purposes of this clause the addresses and facsimile numbers of the parties are as follows:

Durndrax:

Address: 16 Elgin Street, Maitland, NSW, 2320.

Fax number: 02 49341602

Attention: Ralph Ward

Thompson:

Address: 2 Mount Harris Drive, Bolwarra Heights, NSW, 2820.

Fax number:

Attention: Geoffrey Thompson

Martin:

Address: 6 Mount Harris Drive, Bolwarra Heights, NSW, 2820.

Fax number:

Attention: Maxine Martin

Tilse:

Address: 8 Mount Harris Drive, Bolwarra Heights, NSW, 2820.

Fax number:

Attention: Julie Tilse

#### 19.4 Change of Address

- (i) A party must notify the other parties that it has changed its address.
- (ii) A party must send a notice to the other party's last notified address.

*get*  
*image*

## 20. GENERAL

### 20.1 Confidentiality

Each party must use its best endeavours to keep confidential the terms of this Agreement.

Clause 20.1 will not apply;

- (i) if disclosure is required by law; or
- (ii) to disclosure on a confidential basis to a party's legal or financial advisers; or
- (iii) if and to the extent that the information is in the public domain otherwise than as a result of a breach of clause 20.1 by the party seeking to rely on this clause.

### 20.2 Further Assurance

Each party must at its cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement although not specifically provided for.

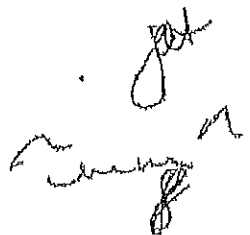
### 20.3 Severability

The invalidity or unenforceability of any part of this Agreement does not affect the enforceability of any part or provision of this Agreement and the invalid or unenforceable part is severable.

### 20.4 Entire Understanding

This Agreement (including its schedules and annexures):

- (i) constitutes the entire agreement between the parties as to its subject matter; and
- (ii) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party



#### 20.5 Variation

Modifications and amendments to this Deed must be in writing signed by each of the parties.

#### 20.6 Waiver

A right may only be waived in writing, signed by the party giving the waiver, and:

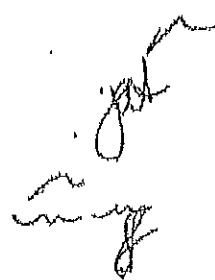
- (i) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (ii) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (iii) the exercise of a right does not prevent any further exercise of that right of any other right

#### 20.7 Governing Law and Jurisdiction

- (i) The law of New South Wales governs this Agreement.
- (ii) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

#### 20.8 Execution of Counterparts

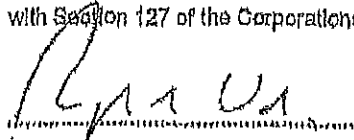
This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.

Handwritten signatures in ink, appearing to be 'John' and 'Mary'.

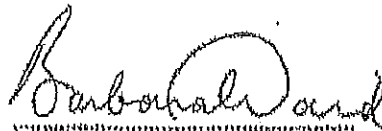


IN WITNESS whereof the parties hereby have executed this Deed the day and year firstly  
hereinbefore written.

EXECUTED on behalf of BURNDRAK PTY. )  
LIMITED (ACN 003 674 640) in accordance )  
with Section 127 of the Corporations Act )

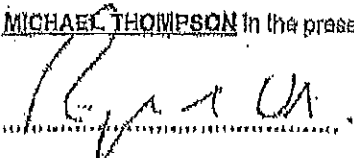


Secretary

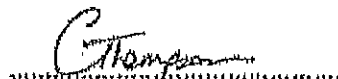


Director

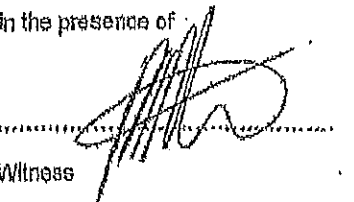
SIGNED by the said GEOFFREY )  
MICHAEL THOMPSON in the presence of )



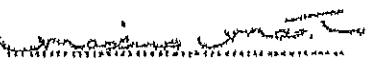
Witness



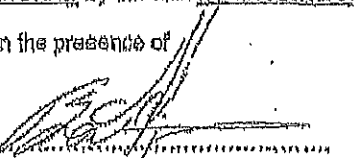
SIGNED by the said MAXINE MARTIN )  
in the presence of )



Witness

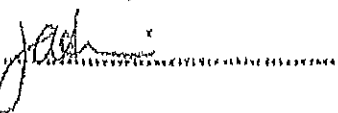


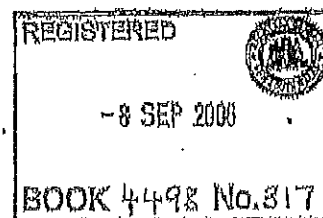
SIGNED by the said JULIE ANNE TILSE )  
in the presence of )



Witness

BRENT TILSE





## SCHEDULE 1

### TILSE EASEMENT

#### Terms of Easement for Water Supply 4 Wide

The owners of the Lots benefited may:

- (a) install a pump or pumps adjacent to the Hunter River, but only within the site of its easement,
- (b) install such ancillary facilities, whether pipes, cables, control lines on the Lot burdened, but only within the site of this easement,
- (c) run water in pipes through the Lot burdened, electrically and control signals through the cables in the Lot burdened, but only within the site of this easement,
- (d) do anything reasonably necessary for that purpose including:
  - (i) entering the Lot burdened; and
  - (ii) taking anything on to the Lot burdened; and
  - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes and equipment,

Provided however that the owner of a Lot benefited shall only be entitled to access water through or by the easement for water supply in accordance with the terms of the Mount Harris Water Supply Deed whilstsoever a Participating Registered Proprietor within the terms of that Deed.

#### Land Burdened

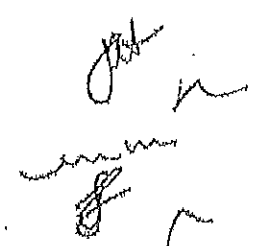
Lot 103 in Deposit Plan 1019112

#### Land Benefited

Lots 1, 2 and 4 in Deposit Plan 813858

#### Variation

Persons having the right to release or vary the terms of the easement is the registered proprietors of the land benefited in accordance with the terms of the Mount Harris Water Supply Agreement.



DURNDRAX EASEMENT



The owners of the Lots benefited may:

- Provided however that the owner of a Lot benefited shall only be entitled to access water through or by the easement for water supply in accordance with the terms of the Mount Harris Water Supply Deed whilstsoever a Participating Registered Proprietor within the terms of that Deed.

Lot 4 in Deposit Plan 813858

Lot 103 in Deposit Plan 1010112 and Lots 1 and 2 in Deposit Plan 813858

Persons having the right to release or vary the terms of the easement is the registered proprietors of the land benefited in accordance with the terms of the Mount Harris Water Supply Agreement.

**SCHEDULE 3**  
**SPECIFICATIONS**

- \* 415 volt, 3 phase submersible pump located on the Tilse land - Grundfos model SPBA - 17;
- \* 24 volt control line to each discharge point;
- \* pump flow ~ 1.5 litres per second (20 gallons per minute);
- \* distribution main comprising approximately 400 metres of 63 mm PNB poly pipe. Balance of distribution system to be 2 inch rural poly pipe;

**CONTRIBUTIONS**

**Lot 1**

Owner G.M. Thompson 34.06%

**Lot 2**

Owner M. Martin 34.06 %

**Lot 103 DP1019412 (formerly Lot 3)**

Owner J.A. Tilse 31.88%

**Lot 4**

Owner Durndrax Pty. Limited 0%

*Handwritten signatures and initials:*  
JAT  
M  
DP  
R

# S149 Planning Certificate

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 (AS AMENDED)



APPLICANT      Tranter Lawyers  
                    DX 21623  
                    MAITLAND

Certificate No            17/2629  
Certificate Date        08/09/2017  
Fee Paid                53.00  
Receipt No              153008  
No. of Pages            Page 1 of 7

Your Reference      MRT:SE:34471

PROPERTY            LOT 110 DP1234656  
                          13 MOUNT HARRIS DRIVE  
                          MAITLAND VALE

PARISH                Middlehope

PROPERTY NO      54392

---

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

This certificate contains important information about the land described above.

Please check for any item, which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, please contact the Council by phone on (02) 49349700, or personally at Council's office at 285-287 High Street Maitland.

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

All information provided is correct as at the date issued on this certificate. However, it is possible for changes to occur at any time after issue of this certificate. We recommend that you only rely upon a very recent certificate.

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

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

Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available for purchase from Council's Customer Service Centre.



**PART 1: MATTERS PROVIDED PURSUANT TO SECTION 149 (2)****1. Local Environmental Plans (LEP)**

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

**2. Exhibited draft Local Environmental Plans**

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

**3. Development Control Plan prepared by Council**

Maitland Development Control Plan 2011 applies to the land.

**4. Development Control Plans prepared by the Director-General**

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

**5. State Environmental Planning Policies**

The Minister for Planning has notified that the following State Environmental Planning Policies shall be specified on certificates under Section 149 of the Environmental Planning and Assessment Act, 1979.

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

*State Environmental Planning Policy No. 21 - Caravan Parks*

*State Environmental Planning Policy No. 30 - Intensive Agriculture*

*State Environmental Planning Policy No. 33 - Hazardous And Offensive Development*

*State Environmental Planning Policy No. 36 - Manufactured Home Estates*

*State Environmental Planning Policy No. 44 - Koala Habitat Protection*

*State Environmental Planning Policy No. 50 - Canal Estate Development*

*State Environmental Planning Policy No. 55 - Remediation Of Land*

*State Environmental Planning Policy No. 64 - Advertising And Signage*

*State Environmental Planning Policy No. 65 - Design Quality Of Residential Flat Development*

*State Environmental Planning Policy No. 70 - Affordable Housing (Revised Schemes)*

*State Environmental Planning Policy - Major Development 2005*

*State Environmental Planning Policy - State And Regional Development 2011*

*State Environmental Planning Policy - Affordable Rental Housing 2009*

*State Environmental Planning Policy - Building Sustainability Index: Basix 2004*

*State Environmental Planning Policy - (Exempt and Complying Development Codes) 2008*

*State Environmental Planning Policy - Educational Establishments And Child Care Facilities 2017*

*State Environmental Planning Policy - Infrastructure 2007*

*State Environmental Planning Policy - Mining, Petroleum Production And Extractive Industries 2007*

*State Environmental Planning Policy - Rural Lands 2008*

*State Environmental Planning Policy - Housing For Seniors Or People With A Disability 2004*

*State Environmental Planning Policy - (Miscellaneous Consent Provisions) 2007*

*State Environmental Planning Policy - Vegetation In Non Rural Areas 2017*

## **6. Draft State Environmental Planning Policies**

No draft State Environmental Planning Policy(s) applying to the land has been publicised as referred to in section 39(2) of the Act.

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

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

### **R5 Large Lot Residential**

The following development control table(s) give the objectives of the zone, the description of the zone and identify development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

### **R5 Large Lot Residential**

#### **1) Objectives of zone**

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.

#### **2) Permitted without consent**

Home occupations

#### **3) Permitted with consent**

Bed and breakfast accommodation; Building identification signs; Business identification signs; Dual occupancies; Dwelling houses; Home-based child care; Home industries; Neighbourhood shops; Roads; Any other development not specified in item 2 or 4

#### **4) Prohibited**

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

**8. Land dimensions to permit the erection of a dwelling-house on the land**

Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling-house on the land.

**9. Critical Habitat**

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

**9A. Biodiversity Certified Land**

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

**10. Conservation Area/Item of Environmental Heritage**

The land is not in a Heritage Conservation Area. The land does not contain an item of Environmental Heritage.

**11. Directions Under Part 3A**

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

**12. Coastal Protection**

The Council has not received any notification from the Department of Services, Technology and Administration that the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979.

**13. Mine Subsidence Compensation Act 1961**

The land has not been proclaimed to be within a Mine Subsidence District under the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

**14. Road widening or realignment**



The land is not affected by any road widening or re-alignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993; or (b) any environmental planning instrument; (c) any resolution of the council.

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

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

**16. Bushfire Prone Land**

The land is not mapped as 'bushfire prone land'.

**17. Flood Related Development Controls**

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

Development on this land or part of this land for any other purpose is not subject to flood related development controls contained within cl. 7.3 of the Maitland Local Environmental Plan 2011 and s. B3 of the Maitland Development Control Plan 2011.

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

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

**18. Land reserved for acquisition**

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 27 of the Act.

**19. Contribution Plans**

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

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

Contributions plans may be inspected and purchased at Council's Customer Service Centre.

**20. Property Vegetation Plans**

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

**21. Order under Trees (Disputes Between Neighbours) Act 2006.**

Council has not received notification from the Land and Environment Court of New South Wales that the land is affected by an Order Under Trees (Disputes Between Neighbours) Act 2006.

## 22. Conditions Affecting Seniors Housing

### 1) Site Compatibility Certificate

Council is unaware of whether a current site compatibility certificate issued under clause 25 of the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 has been issued for the land.

### 2) Conditions of Development Consent since 11 October 2007

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

## 23. Site Compatibility Certificates for Infrastructure

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

## 24. Complying Development

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

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

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

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

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

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

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

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

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

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

## 25. Contaminated Land

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

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

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

**(1) Site Compatibility Certificate**

Council is unaware if a current site compatibility certificate (affordable rental housing) has been issued in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009.

**27. Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009**

Council is unaware of whether an Order or an Authorisation has been issued under Section 23 and 24 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009, for the carrying out of development on the land.

**28. Biodiversity Stewardship Sites**

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

**29. Native Vegetation clearing set asides**

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

David Evans - General Manager

Per: 

End of Certificate



# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

N/A

N/A/

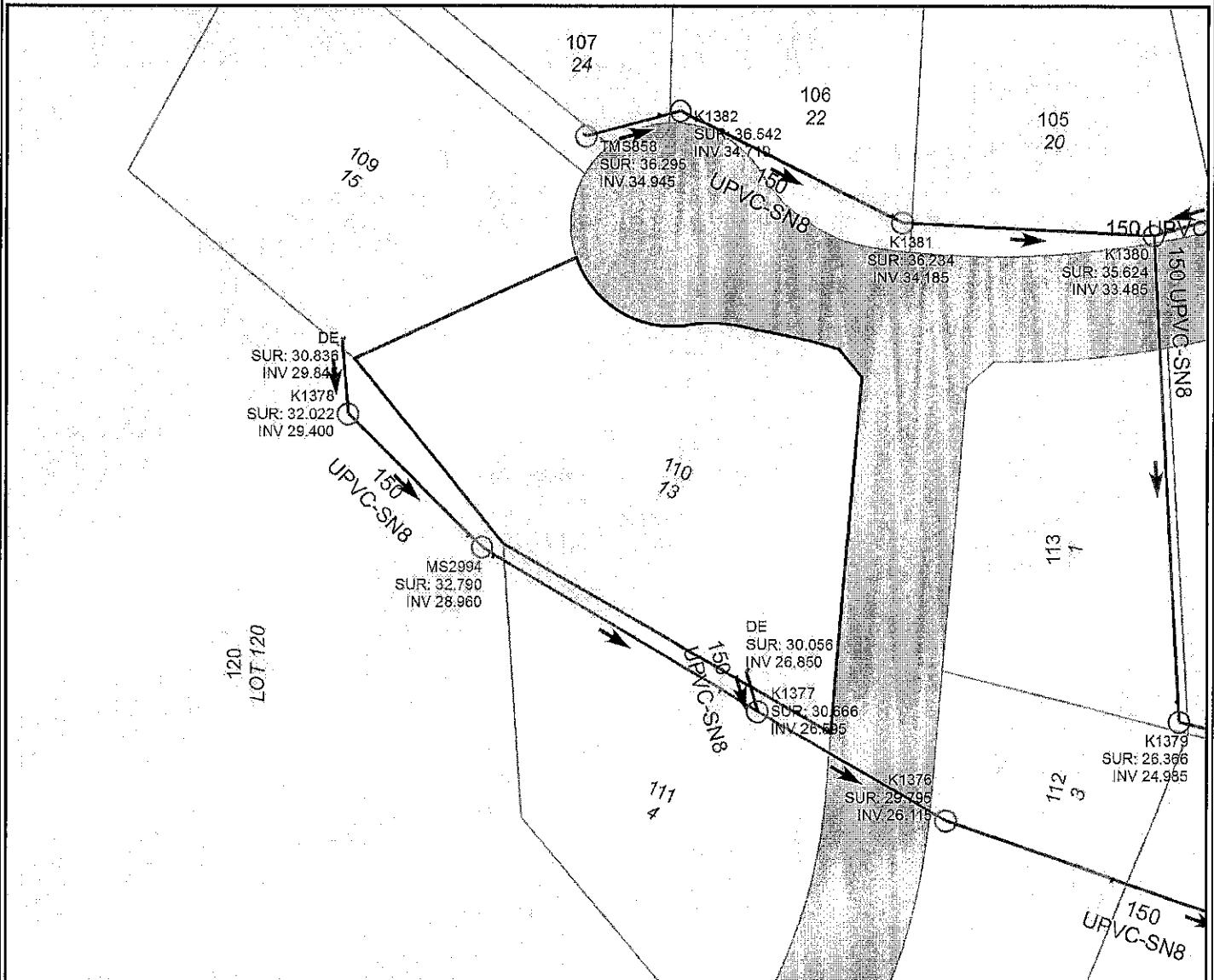
APPLICATION NO.: 2256116496

APPLICANT REF: M 34471

RATEABLE PREMISE NO.: 1565512512

PROPERTY ADDRESS: 13 MOUNT HARRIS DR MAITLAND VALE 2320

LOT/SECTION/DP:SP: 110/ /DP 1234656



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

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

### IMPORTANT:

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

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

Date: 20/11/2017

Scale at A4: 1:1,000

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

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