

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Peters Real Estate 475-477 High Street, Maitland, NSW 2320	Phone: 4933 7855 Fax: 4933 1120 Ref: Tim Peters
co-agent		
vendor	Grange Estates (NSW) Pty Limited ACN 079 624 909 as trustee for Maitland Vale Trust Suite 20, Level 1/19-21 Central Road, Miranda, NSW 2228	
vendor's solicitor	Tranter Lawyers 341 High Street, Maitland NSW 2320 DX 21623 Maitland	Phone: 02 4934 2600 Fax: 02 4934 2620 Ref: SE:37901 E:sarah@tranterlawyers.com.au
date for completion	See Special Condition 43	(clause 15)
land (address, plan details and title reference)	Proposed Lot 1 Esk Circuit, Maitland Vale, New South Wales 2320 Unregistered Plan: Proposed Lot 1 in an unregistered plan which is a subdivision of Lot 300 in unregistered DP1249868 which is Part of Lot 221 in DP1239804 Part Folio Identifier: 221/1239804	
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 type="checkbox"/> none <input checked="" type="checkbox"/> other: vacant land	
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	\$
balance	\$ (10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)
buyer's agent	

See Annexure "A"

vendor

GST AMOUNT (optional)

The price includes
GST of: \$

witness

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)

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

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name: **Grange Estates (NSW) Pty Limited as trustee for Maitland Vale Trust**
 Supplier's ABN: **ABN 93 922 195 152**
 Supplier's business address: **Suite 20, Level 1/19-21 Central Road, Miranda, NSW 2228**
 Supplier's email address: **admin@tranterlawyers.com.au**
 Supplier's phone number: **02 4934 2600**
 Supplier's proportion of *RW payment*:

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate):

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

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

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

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

List of Documents

General

- ☐ 1 property certificate for the land
 - ☒ 2 plan of the land
 - ☒ 3 unregistered plan of the land
 - ☒ 4 plan of land to be subdivided
 - ☒ 5 document that is to be lodged with a relevant plan
 - ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
 - ☐ 7 additional information included in that certificate under section 10.7(5)
 - ☐ 8 sewerage infrastructure location diagram (service location diagram)
 - ☒ 9 sewer lines location diagram (sewerage service diagram)
 - ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
 - ☒ 11 *planning agreement*
 - ☐ 12 section 88G certificate (positive covenant)
 - ☐ 13 survey report
 - ☐ 14 building information certificate or building certificate given under *legislation*
 - ☐ 15 lease (with every relevant memorandum or variation)
 - ☐ 16 other document relevant to tenancies
 - ☐ 17 licence benefiting the land
 - ☐ 18 old system document
 - ☐ 19 Crown purchase statement of account
 - ☐ 20 building management statement
 - ☒ 21 form of requisitions
 - ☐ 22 *clearance certificate*
 - ☐ 23 land tax certificate
- Home Building Act 1989**
- ☐ 24 insurance certificate
 - ☐ 25 brochure or warning
 - ☐ 26 evidence of alternative indemnity cover
- Swimming Pools Act 1992**
- ☐ 27 certificate of compliance
 - ☐ 28 evidence of registration
 - ☐ 29 relevant occupation certificate
 - ☐ 30 certificate of non-compliance
 - ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
 - ☐ 33 plan creating strata common property
 - ☐ 34 strata by-laws
 - ☐ 35 strata development contract or statement
 - ☐ 36 strata management statement
 - ☐ 37 strata renewal proposal
 - ☐ 38 strata renewal plan
 - ☐ 39 leasehold strata - lease of lot and common property
 - ☐ 40 property certificate for neighbourhood property
 - ☐ 41 plan creating neighbourhood property
 - ☐ 42 neighbourhood development contract
 - ☐ 43 neighbourhood management statement
 - ☐ 44 property certificate for precinct property
 - ☐ 45 plan creating precinct property
 - ☐ 46 precinct development contract
 - ☐ 47 precinct management statement
 - ☐ 48 property certificate for community property
 - ☐ 49 plan creating community property
 - ☐ 50 community development contract
 - ☐ 51 community management statement
 - ☐ 52 document disclosing a change of by-laws
 - ☐ 53 document disclosing a change in a development or management contract or statement
 - ☐ 54 document disclosing a change in boundaries
 - ☐ 55 information certificate under Strata Schemes Management Act 2015
 - ☐ 56 information certificate under Community Land Management Act 1989
 - ☐ 57 document relevant to off-the-plan sale
- Other**
- ☐ 58

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

Annexure 'A' to Vendor Execution

Executed on behalf of **Grange Estates (NSW) Pty Limited ACN 079 624 909** by its attorney **Timothy Gerard Peters** pursuant to registered Power of Attorney Book 4691 No 473, in the presence of:

Signature of attorney:

.....

Signature of witness:

.....

Name of witness:

.....

Address of witness:

.....

.....

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

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
Council
County Council
Department of Planning and Environment
Department of Primary Industries
East Australian Pipeline Limited
Electricity and gas
Land & Housing Corporation
Local Land Services
NSW Department of Education

NSW Fair Trading
NSW Public Works Advisory
Office of Environment and Heritage
Owner of adjoining land
Privacy
Roads and Maritime Services
Subsidence Advisory NSW
Telecommunications
Transport for NSW
Water, sewerage or drainage authority

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

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

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>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>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>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The parties must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under legislation, the parties must on completion adjust the reduced amount.
- 14.4 The parties must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the parties must adjust it on a proportional area basis.
- 14.6 Normally, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The parties must complete by the date for completion and, if they do not, a party can serve a notice to complete if that party is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract – that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
- 16.11.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

20.6.2 served if it is served by the *party* or the *party's solicitor*;

20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 served at the earliest time it is served, if it is served more than once.

20.7 An obligation to pay an expense of another *party* or doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary, after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 Normally, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- ## 26 Crown purchase money
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- ## 27 Consent to transfer
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
 - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the *date for completion* and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the *date for completion* and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the *date for completion*; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the *date for completion*.
- 30.10 At least *1 business day* before the *date for completion*, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all *certifications* required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a party 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>ENCL</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.

UNREGISTERED LOT IN PROPOSED SUBDIVISION OF 16
ESK CCT MAITLAND VALE NSW 2320

Additional Clause to Contract for Sale

Contents

32.	Additional definitions and interpretation	22
32.1	Additional Definitions.....	22
32.2	Additional Interpretation	23
33.	Amendments to Printed Form.....	23
34.	Priority of Conditions	24
35.	Entire agreement	24
35.1	No warranty, representation or reliance	24
35.2	No objection by purchaser	24
36.	Registration of Plan.....	24
36.1	Application of special condition	24
36.2	Contract conditional on registration of Plan	24
36.3	Rescission of contract.....	24
36.4	Alterations to Land, plans and plan instruments	25
37.	Property sold in present condition	26
37.1	Planning restrictions.....	26
37.2	Purchaser's acknowledgements.....	26
37.3	No objection by purchaser	26
38.	Adjustments to price.....	27
38.1	Council and water rates	27
38.2	Parent title land tax and periodic outgoings	27
39.	Agent	27
40.	Caveat.....	27
41.	Late Completion.....	27
42.	Investment of Deposit.....	27
43.	Completion	28
44.	Notice to Complete	28
45.	Drainage Diagram	28
46.	Requisitions on Title	28
47.	Joint Services	28
48.	Foreign Investment Review Board	28
49.	Cooling-Off Period.....	29
50.	Deposit	29
51.	Capacity	29
52.	Guarantee	30
	Schedule 1 – Reference Schedule.....	32

32. Additional definitions and interpretation

32.1 Additional Definitions

In addition to the definitions stated in clause 1 of the Printed Form, the following definitions apply to this Contract:

Authority means any government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the property.

Claim means any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.

Land means the land to be acquired by the purchaser as described on the front page of this contract.

Minor Alteration includes any of the following:

- (a) an alteration (whether required by the vendor, or by an Authority) which does not materially and detrimentally affect the construction of a dwelling house on the Land or which has been disclosed in this contract;
- (b) an alteration in the dimensions or area of the Land of:
 - (i) 5% or less in the area of the Land; or
 - (ii) 5% or less in the linear dimensions of the Land;
- (c) an alteration to the number or numbering of lots in the Preliminary Plan or the Plan; or
- (d) an alteration in respect of the dimensions, position, layout or omission of any lot other than the Land.

Object means delay or attempt to delay completion, make or assert a Claim, rescind or terminate this contract or attempt to rescind or terminate this contract or withhold or require a retention of all part of the price.

Plan means the plan to be Registered, generally in accordance with the draft plan of subdivision to create title for the Land (with or without any changes permitted under this contract), a copy of which is attached to this contract.

Plan Instrument means the instrument pursuant to section 88B of the *Conveyancing Act 1919 (NSW)* (if any) intended to be Registered with the Plan with or without any changes permitted under this contract, a copy of which is attached to this contract.

Preliminary Plans means the plan or plans of subdivision (if any) to be Registered before the Plan is Registered, copies of which are attached to this contract.

Preliminary Plan Instruments means the instrument or instrument (if any) pursuant to Section 88B of the *Conveyancing Act 1919 (NSW)* intended to be Registered with any Preliminary Plan, copies of which are attached to this contract.

Printed Form means the New South Wales printed form of Contract for the sale and purchase of land 2018 edition that forms part of this contract.

Property Information means any documents and other information (in written form or otherwise):

- (a) relating to the Land or Estate; and
- (b) made available or disclosed to the purchaser by the vendor or vendor's representatives prior to the contract date, including any reports, information memorandum or other promotional material.

Reference Schedule means the schedule attached to this contract as **Schedule 1**.

Registered means registered by the registrar of titles (or has equivalent status) in the Land and Property Information NSW.

Registered Restrictions means the restrictions on use of land, easements and covenants registered or to be registered on the title to the Land.

Registration means the Plan has been approved by all relevant Authorities and Registered.

Registration Sunset Date means the date being 29 May 2020.

Special Conditions means special conditions 32 to 52 of this contract.

32.2

Additional Interpretation

In this contract the following rules of interpretation apply in addition to clause 20 of the Printed Form:

- (a) headings are for convenience only and do not affect interpretation;
- (b) person includes an individual, the estate of an individual, a corporation, an Authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (d) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (e) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment or annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it;
- (f) a reference to a party includes the party's successors and permitted assigns;
- (g) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (h) includes in any form is not a word of limitation; and
- (i) a reference to \$ or dollar is to Australian currency.

33.

Amendments to Printed Form

The Printed Form is amended as follows:

- (a) Clause 1 – delete the definition of deposit bond"
- (b) Clause 2.4 – delete the words "by giving cash (up to \$2,000) or"
- (c) Clauses 2.6, 2.7 and 2.9 are deleted
- (d) Clause 3 is deleted
- (e) Clause 6.1 – replace the words "(as to the property, the title or anything else and whether substantial or not)" with the words "(as to the property or the title of the Land)"
- (f) Clause 7.1.1 is deleted
- (g) Clause 10.1 – delete the first line of clause 10.1 and replace it with "The purchaser cannot Object in respect of –"
- (h) Clause 10.1.8 – replace "substance" with "existence"
- (i) Clause 10.1.9 – replace "substance" with "existence"
- (j) Clause 10.2 – replace "rescind or terminate" with "Object"
- (k) Clause 10.3 – replace "claim or requisition or rescind or terminate" with "Object"

- (l) Clause 16.5 – delete the words “, plus another 20% of that fee”
- (m) Clause 16.7 delete the words “cash (up to \$2,000) or”
- (n) Clauses 23 to 29 (inclusive) are deleted

34. Priority of Conditions

To the extent there is any inconsistency between any of the Special Conditions and the Printed Form, the Special Conditions prevail over the Printed Form.

35. Entire agreement

35.1 No warranty, representation or reliance

The purchaser acknowledges and agrees that:

- (a) This contract represents the whole of the agreement reached between the parties and no other terms, conditions or covenants will be implied in this contract or arise between the parties by way of collateral or other agreements or by reason of any alleged warranty or representation given or made by one party to the other at the time of or prior to the execution of this contract;
- (b) It has not been induced to enter into this contract by any warranty or representation, verbal or otherwise, made by or on behalf of any other party which is not included in this contract; and
- (c) Despite the terms of this special condition, if any warranty or representation has been made by the vendor or its agent or representative, then the purchaser confirms, by execution of this contract, that the purchaser has placed no reliance on such warranty or representation in executing this contract.

35.2 No objection by purchaser

Subject to any rights of the purchaser under any legislation which cannot be excluded, the purchaser must not Object in respect of the matters dealt with in this special condition.

36. Registration of Plan

36.1 Application of special condition

This special condition 36 applies where the Land is a lot in an unregistered plan as at the contract date.

36.2 Contract conditional on registration of Plan

- (a) This contract is conditional upon Registration occurring by the Registration Sunset Date.
- (b) The vendor must, at its cost, take reasonable steps to satisfy the condition in special condition 36.2(a) by the Registration Sunset Date.
- (c) The vendor must serve notice of Registration within a reasonable time after Registration occurs.

36.3 Rescission of contract

- (a) If Registration does not occur by the Registration Sunset Date then either party may rescind this contract by serving a notice (**Rescission Notice**) at any time after 2 business days after the Registration Sunset Date and before notice of Registration is given by the Vendor.
- (b) If the vendor wishes to rescind this contract pursuant to special condition 36.3(a) the vendor must serve the Rescission Notice at least 28 days before the proposed rescission date and the Rescission Notice must specify why the vendor is proposing to rescind the contract and the reason for the delay in Registration.

- (c) The purchaser must after being served with the Rescission Notice under special condition 36.3(b) serve notice advising the vendor as to whether the purchaser consents to the rescission of the contract and in this regard, the purchaser must act reasonably and without delay.
- (d) Nothing in this special condition 36.3 precludes the vendor from applying to the Supreme Court of NSW for an order permitting the vendor to rescind this contract under special condition 36.3(a).
- (e) This contract is rescinded under special condition 36.3(b) if:
 - (i) the purchaser consents to the rescission;
 - (ii) the vendor has obtained an order of the Supreme Court of NSW permitting the vendor to rescind this contract under special condition 36.3(a); or
 - (iii) the *Conveyancing Act 1919 (NSW)* regulations otherwise permit the vendor to rescind the contract under special condition 36.3(a).
- (f) If this contract is rescinded pursuant to special conditions 36.3(a) and 36.3(b), the deposit will be refunded to the purchaser and neither party will have any further Claim against the other because of the rescission.

36.4 Alterations to Land, plans and plan instruments

- (a) Subject to special condition 36.4(d)(i), the vendor may alter the Land, the Preliminary Plans, the Preliminary Plan Instruments, the Plan and the Plan Instrument or any of them in any way and the purchaser must not Object in relation to the alteration.
- (b) The vendor may register any easement or other encumbrance over the Land which is:
 - (i) shown on the Preliminary Plans, the Preliminary Plan Instruments, the Plan or the Plan Instrument or which relates to matters disclosed or dealt with in this contract; or
 - (ii) subject to special condition 36.4(d)(ii), required by the Vendor, or by an Authority or otherwise in relation to the development of the Land, or the Vendor's surrounding land,
 and the purchaser must not Object to such easements and other encumbrances.
- (c) The vendor can at any time serve notice if:
 - (i) the vendor makes or proposes to make an alteration to the Land, the Preliminary Plans, the Preliminary Plan Instruments, the Plan and the Plan Instrument or any of them; or
 - (ii) the vendor registers or proposes to register easements or other encumbrances over the Land other than easements or encumbrances shown on the Preliminary Plans, the Preliminary Plan Instruments, the Plan and/or the Plan Instrument or disclosed in this contract.
- (d) If:
 - (i) any alteration or proposed alteration to the Land, the Preliminary Plans, the Preliminary Plan Instruments, the Plan and the Plan Instrument or any of them is other than a Minor Alteration; or
 - (ii) a proposed easement or other encumbrance over the Land materially and detrimentally affects the construction of a dwelling house on the Land (other than easements or encumbrances shown on the Preliminary Plans, the Preliminary Plan Instruments, the Plan and/or the Plan Instrument or disclosed in this contract),
 the purchaser may rescind by serving notice within 14 days after the earlier of:

- (A) the date the vendor serves notice of the alteration or proposed alteration; and
- (B) the date the vendor serves notice of Registration.

Time is of the essence under this special condition 36.4(d). The purchaser acknowledges and agrees that the purchaser's right to rescind under this special condition 36.4(d) will be the purchaser's sole remedy in relation to the matters referred to in special conditions 36.4(d)(i) and 36.4(d)(ii).

- (e) If the purchaser does not rescind under special condition 36.4(d) then:
 - (i) the purchaser is regarded as consenting to the alteration or the proposed alteration (whether or not it is a Minor Alteration) or the easements or other encumbrances (whether or not they materially and detrimentally affect the construction of a dwelling house on the Land); and
 - (ii) the purchaser unconditionally and irrevocably releases the vendor from all Claims the purchaser has or may have against the vendor arising out of or in connection with the matters referred to in special conditions 36.4(d)(i) and 36.4(d)(ii).

37. Property sold in present condition

37.1 Planning restrictions

Without excluding, modifying or restricting the rights of the purchaser under section 52A(2)(B) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2010*, the property is sold subject to:

- (a) the Registered Restrictions; and
- (b) all other restriction on the use and development of the property including those that are imposed or prescribed by law or an Authority.

37.2 Purchaser's acknowledgements

The purchaser acknowledges and agrees that:

- (a) the purchaser has relied solely on the purchaser's own inspections and enquiries in relation to:
 - (i) the fitness or suitability of the property for any particular purpose of the purchaser including any financial return, income and investment potential of the property; and
 - (ii) the purchaser's rights and obligations under this contract;
- (b) the Property Information was made available to the purchaser by the vendor or the vendor's representatives on the express basis that no representation or warranty was made or given by the vendor or the vendor's representatives about the accuracy, currency, exhaustiveness or completeness of the Property Information and the purchaser has relied solely on the purchaser's own inspection and enquires in relation to the Property Information.

37.3 No objection by purchaser

Subject to any rights of the purchaser under any legislation which cannot be excluded, the purchaser must not Object because of anything in connection with any of the matter's referred to in special conditions 37.1 or 37.2.

38. Adjustments to price**38.1 Council and water rates**

For the purposes of clause 14 of the Printed Form, if by completion of this contract, a separate assessment of council rates or water and sewerage rates has not issued for the property for the rating year current at completion (in respect of council rates) or the rating period current at completion (in respect of water and sewerage rates) then:

- (a) on completion, adjustments for those rates will be made on the amounts referred to in the Reference Schedule on a paid basis with a purchaser allowance for the period from the date of completion until the end of the rating period;
- (b) the parties are not required to make any further adjustments of council rates or water and sewerage rates when a separate assessment issues for those rates; and
- (c) the purchaser will pay the actual separate assessment for those rates for the relevant rating year or period (as applicable) if and when they issue.

38.2 Parent title land tax and periodic outgoings

Where any council rates, water and sewer rates, land tax, charges or other periodic outgoings in respect of the Land for the rating year or period current at completion (or any prior rating year or period) have been assessed on the title of any land that includes the Land (**Parent Title**) but have not been separately assessed for the Land, the vendor undertakes to pay those assessments on or before the due date for payment and the purchaser cannot Object, require the vendor to pay those assessments on or before completion or require the vendor to remove any charge on the Parent Title for any rate, tax, charge or periodic outgoing on or before completion.

39. Agent

The purchaser warrants that they were not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all Claims and expenses for the defence and determination of such a Claim made against the vendor as a result of the breach of this warranty by the purchaser. This right continues after completion.

40. Caveat

The purchaser must not lodge a Caveat for recording on the Folio of the Registration for the Land or any part of the Land prior to the registration of the Plan.

41. Late Completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Date for Completion then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of ten per cent per annum calculated on daily balances, commencing on the Date for Completion and continuing until actual completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

42. Investment of Deposit

The Depositholder will invest the deposit with the Commonwealth Bank of Australia, Maitland Branch within seven days of the Purchaser paying the full deposit and providing their Tax File Number to the Depositholder. Any interest earned between the date of investing the deposit and a date which is 21 days prior to the Date for Completion will be paid to the Purchaser provided that

the Purchaser has not forfeited the deposit or is in default of this Contract. The interest will be paid to the Purchaser within seven days of the date the Depositholder is required to account for the deposit.

43. Completion

The due date for completion of this agreement will be the latter of:

- (a) 28 days from the date hereof; and
- (b) 21 days from the date the Vendor serves a notice in writing to the Purchaser informing him that the Plan has been Registered.

44. Notice to Complete

- (a) 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 will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- (b) In the event that the vendor issues a Notice to Complete pursuant to special condition 44(a) then the purchaser agrees to pay the sum of \$330.00 (inclusive of GST) to the vendor's solicitor on completion to reimburse the vendor for the cost of issuing the notice to complete. This special condition does not affect the vendor's rights against the purchaser to recover any other damages.

45. Drainage Diagram

The purchaser acknowledges that if there is a proposed sewerage diagram attached to the contract, it may not represent the position of the services as they currently exist within the subject property but has been included in this contract for the purpose of identifying the position of Hunter Water Board's sewer. The Purchaser acknowledges that an up to date drainage diagram may not be available prior to completion but no objection requisition or Claim for compensation will be made in this regard.

46. Requisitions on Title

- (a) For the purpose of clause 5.1 the form of requisitions about the property or title will be in the form of the requisitions attached hereto.
- (b) The purchaser will be deemed to have made the requisitions on title attached to this contract and the replies attached to this contract will be deemed to be the vendor's replies.
- (c) Nothing in this special condition prevents the vendor from amending the replies prior to completion.

47. Joint Services

No objection requisition or Claim for compensation will 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 will the Vendor be required to establish any easement right or privilege in respect to any such services.

48. Foreign Investment Review Board

The purchaser warrants that the purchaser is ordinarily a 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 special condition will not merge on completion.

49. Cooling-Off Period

The Purchaser's cooling off period in accordance with Section 66X of the *Conveyancing Act 1919* is extended from five (5) business days to fifteen (15) 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*.

50. Deposit

The deposit being that sum referred to on the particulars page may be paid by instalments as follows:-

- (a) as to 0.25% of the purchase price on the making of this Contract; and
- (b) as to the balance of the 10% 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.

51. Capacity

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this special condition not been included, if either party (and if more than one person comprises that other party then any one of them) prior to completion:

- (a) dies or becomes mentally ill, then either party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- (b) a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

52. Guarantee

- (a) This special condition 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 _____ and _____
- (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 special condition.
- (g) If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this special condition.
- (h) The guarantor's obligations under this special condition 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 special condition binds the guarantor and the executors, administrators and assigns of the guarantor.
- (i) This special condition 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 by **Name of Company ACN ACN** pursuant
to Section 127 of the Corporations Act 2001 (Cth):

Signature of Director
[Name of Director]

Signature of Director/Secretary
[Name of Director/Secretary]

Executed by **Name of Company ACN ACN** pursuant
to Section 127 of the Corporations Act 2001 (Cth)

Signature of Sole Director/Secretary
[Name of Sole Director/Secretary]

Signed sealed and delivered by **Name of Individual**
in the presence of:

Signature of witness

Name of Individual

Name of witness (BLOCK LETTERS)

Address of witness (BLOCK LETTERS)

Signed sealed and delivered by **Name of Individual**
in the presence of:

Signature of witness

Name of Individual

Name of witness (BLOCK LETTERS)

Address of witness (BLOCK LETTERS)

Schedule 1 – Reference Schedule

Council Rates Adjustment	\$1,500.00 per annum
Water Rates adjustment	\$50.00 every four months

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Grange Estates (NSW) Pty Limited
Purchaser:
Property: Proposed Lot in Stage 4, Maitland Vale
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise. **Noted**
2. Is anyone in adverse possession of the Property or any part of it? **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. **Not applicable**
(c) Please specify any existing breaches. **Not applicable**
(d) All rent should be paid up to or beyond the date of completion. **Not applicable**
(e) Please provide details of any bond together with the Rental Bond Board's reference number. **Not applicable**
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion. **Not applicable**
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 (NSW)*)? If so, please provide details. **No**
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*: **Not applicable**
(a) has either the Vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
(b) have any orders been made by the NSW Civil and Administrative 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 and notations. **Noted**
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal 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. **Not as far as Vendor aware**
9. When and where may the title documents be inspected? **CoRD is held by Greater Bank Limited**
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the Vendor prior to completion. **Not as far as Vendor aware**

Adjustments

11. All outgoing 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: **Not as far as Vendor aware**
(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?
13. The Vendor must serve on the Purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion. **Noted**

Survey and building

14. 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**

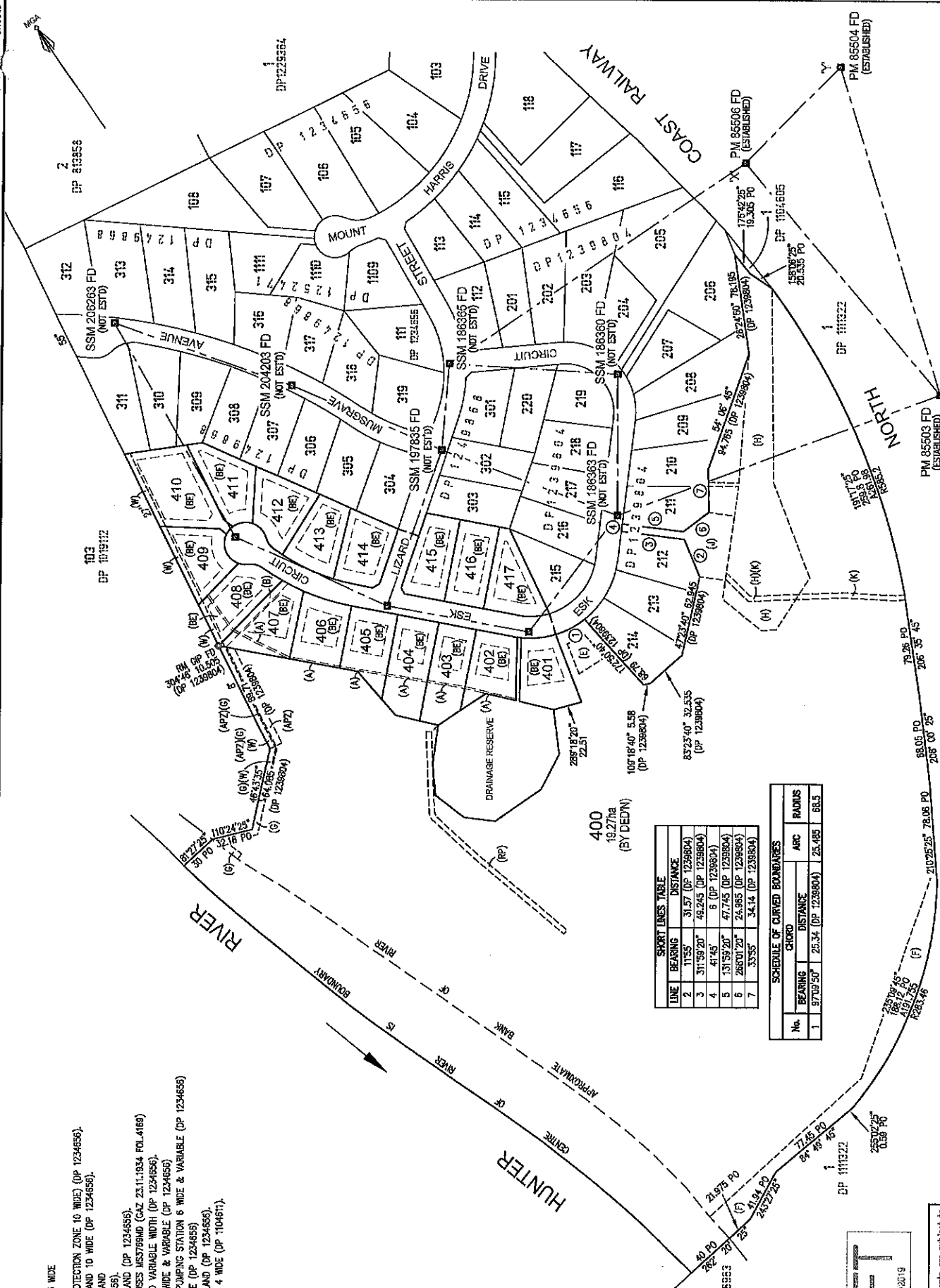
15. Is the Vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion. **No**
16. (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and 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 Information Certificate or 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 (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance. **Not applicable**
- (e) In respect of any residential building work carried out in the last 7 years: **Not applicable**
- (i) Please identify the building work carried out;
- (ii) When was the building work completed?
- (iii) Please state the builder's name and licence number;
- (iv) Please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
17. (a) 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. Vendor cannot speak for any predecessor in title**
- (b) Is there any planning agreement or other arrangement referred to in s7.4 of the *Environmental Planning and Assessment Act*, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation? **Vendor relies on Contract**
18. If a swimming pool is included in the sale: **Not applicable**
- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
19. (a) To whom do the boundary fences belong? **Jointly with adjoining owners**
- (b) Are there any party walls? **No**
- (c) If the answer to Requisition 19(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 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*? **No**

Affectations/Benefits

20. (a) Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate: **No**
- (i) whether there are any existing breaches by any party to it;
- (ii) whether there are any matters in dispute; and
- (iii) whether the licensor holds any deposit, bond or guarantee
- (b) In relation to such licence: **Not applicable**

- (i) all licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) the Vendor must comply with all requirements to allow the benefit to pass to the Purchaser.
- 21. 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**
- 22. 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 including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding? **No**
- 23.
 - (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. Vendor relies on contract**
 - (c) Do any service connections for any other Property pass through the Property? **Purchaser should rely on own enquiries. Vendor relies on contract**
- 24. Has any claim been made by any person to close, obstruct or to limit access to or from the Property or to an easement over any part of the Property? **Not as far as Vendor aware**
- Capacity**
- 25. If the Contract discloses that the Vendor is a trustee, evidence should be produced to establish the trustee's power of sale. **What evidence is required?**
- Requisitions and Transfer**
- 26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the Purchaser at least 7 days prior to completion. **Noted**
- 27. The Vendor should furnish completed details within the time specified in the contract, sufficient to enable the Purchaser to make any RW payment. **Vendor relies on Contract**
- 28. 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**
- 29. 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**
- 30. Searches, surveys, enquiries and inspections of title deeds must prove satisfactory. **Noted**
- 31. The Purchaser reserves the right to make further requisitions prior to completion. **Noted, but not admitted**
- 32. 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 the completion date. **Noted**

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
 (B) RIGHT OF FOOTWAY 5 WIDE
 (APZ) POSITIVE COVENANT (ASSET PROTECTION ZONE 10 MIDE) (DP 1234656).
 RESTRICTION ON THE USE OF LAND TO WIDE (DP 1234656).
 (BE) BUILDING ENVELOPE (DP 1234656).
 (E) RESTRICTION ON THE USE OF LAND (DP 1234656).
 (F) EASEMENT FOR RAILWAY PURPOSES 553705MD (G42 23.11.1934 FOL 4168).
 (G) RIGHT OF FOOTWAY 5 WIDE AND VARIABLE WIDTH (DP 1234656).
 (H) EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE (DP 1234656).
 (J) EASEMENT FOR WASTE WATER PUMPING STATION 6 WIDE & VARIABLE (DP 1234656).
 (K) EASEMENT FOR PIPELINE 4 WIDE (DP 1234656).
 (LP) RESTRICTION ON THE USE OF LAND (DP 1234656).
 (M) EASEMENT FOR WATER SUPPLY 4 WIDE (DP 104617).



SHORT LINES TABLE

LINE	BEARING	DISTANCE
2	175°31'	31.57 (DP 1239804)
3	311°59'20"	45.245 (DP 1239804)
4	47°45'	5 (DP 1239804)
5	131°59'20"	47.745 (DP 1239804)
6	265°01'20"	24.985 (DP 1239804)
7	335°55'	34.14 (DP 1239804)

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD DISTANCE	ARC DISTANCE	RADIUS
1	87°09'50"	25.34 (DP 1239804)	25.495	68.5

DRAFT
 REVISION A 02/05/2019

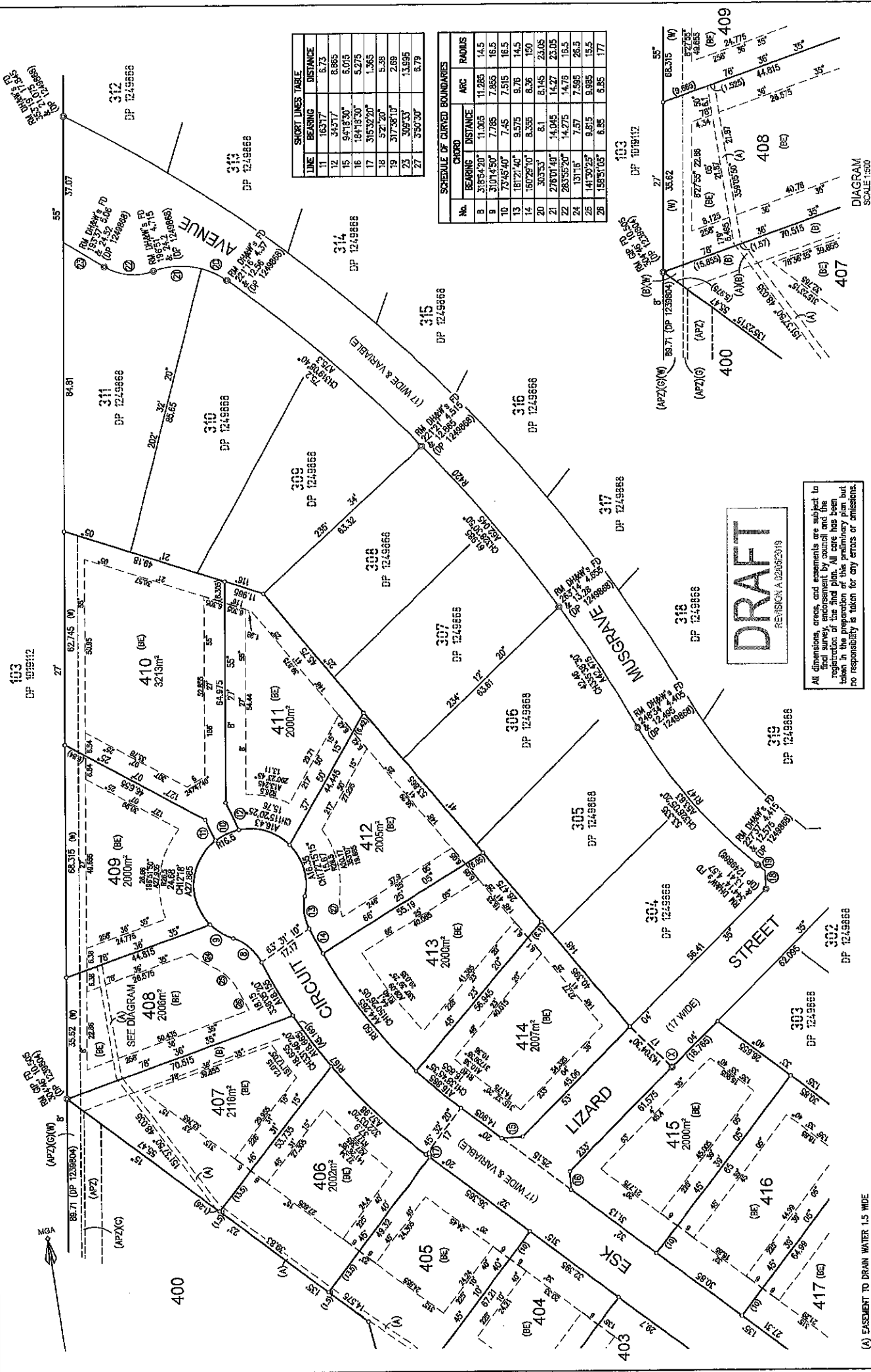
All dimensions, areas, and easements are subject to final survey, endorsement by council and the registration of the final plan. All care has been taken in the preparation of this preliminary plan but no responsibility is taken for any errors or omissions.

Surveyor: TROY DANIEL SUMNER
 Date of Survey: 16/02/2024
 Surveyor's Ref: 162024

PLAN OF SUBDIVISION OF LOT 119 DP 1234656 AND LOT 300 DP 1249868.

LOA: MATTILAND
 Locality: MATTILAND VALE
 Subdivision No:
 Lengths are in metres. Reduction Ratio 1:2000

Registered:



SHORT LINES TABLE		
LINE	BEARING	DISTANCE
11	163°17'	8.73
12	343°17'	8.865
15	94°18'30"	6.015
16	184°18'30"	5.275
17	345°12'20"	1.365
18	52°1'20"	5.38
19	317°38'10"	2.09
23	309°33'	13.995
27	350°30'	5.79

SCHEDULE OF CURVED BOUNDARIES		
CHORD	ARC	RADIUS
No.	BEARING	DISTANCE
8	318°54'20"	11.005
9	310°14'50"	7.785
10	77°45'40"	7.45
13	187°21'40"	9.575
14	167°29'10"	8.385
20	303°33'	6.1
21	278°01'40"	14.045
22	283°55'20"	14.275
24	131°16'	7.57
25	141°30'28"	8.815
26	158°51'05"	8.85

DRAFT

All dimensions, areas, and easements are subject to final survey, endorsement by council and the registration of the final plan. All care has been taken in the preparation of this preliminary plan but no responsibility is taken for any errors or omissions.

DIAGRAM
SCALE 1:500

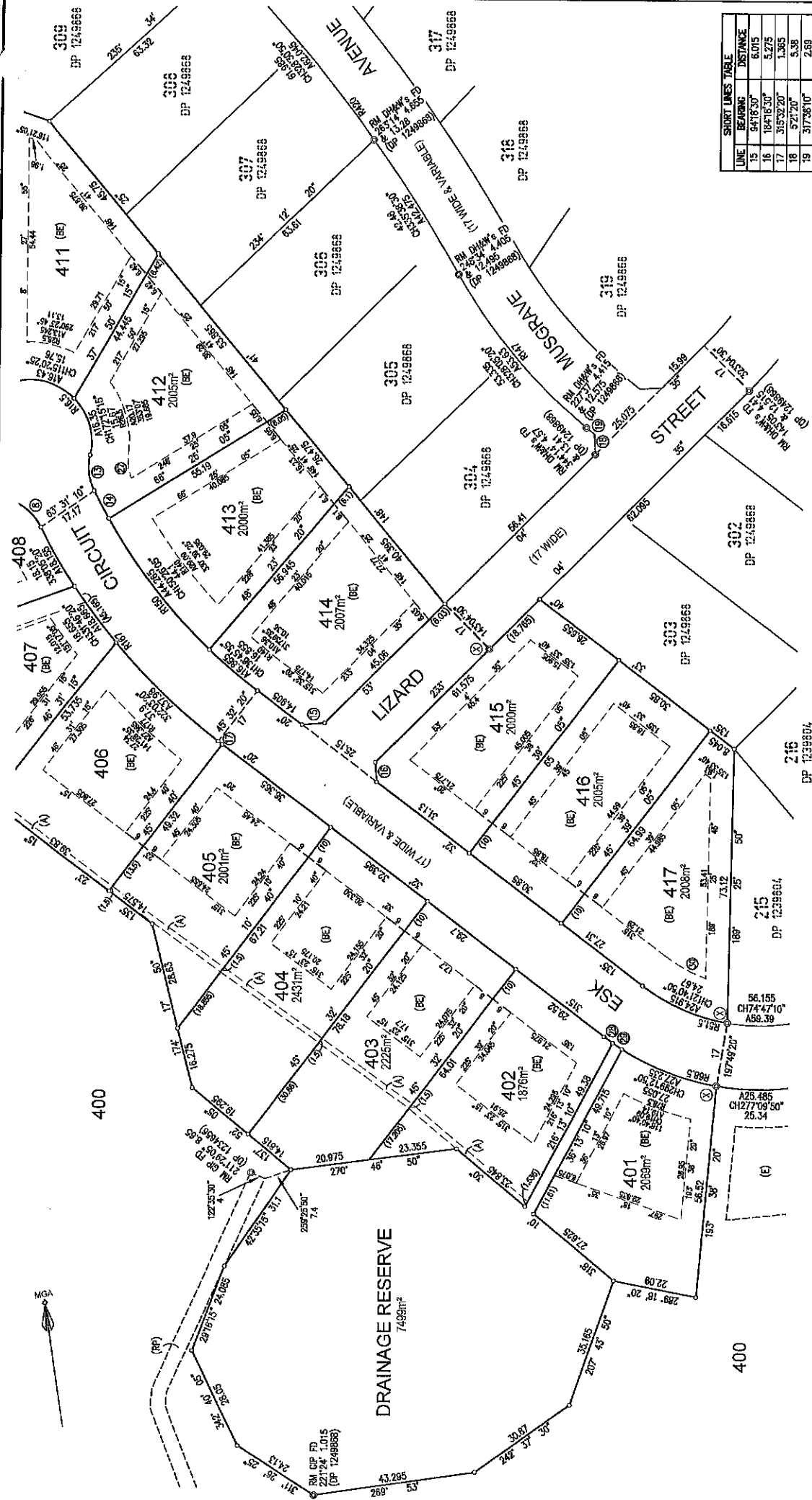
- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) RIGHT OF FOOTWAY 5 WIDE
- (AP2) POSITIVE COVENANT (ASSET PROTECTION ZONE 10 WIDE) (DP 1234566)
- (B) RESTRICTION ON THE USE OF LAND 10 WIDE (DP 1234566)
- (B) RESTRICTION ON THE USE OF LAND
- (G) RIGHT OF FOOTWAY 5 WIDE AND VARIABLE WIDTH (DP 1234566)
- (W) EASEMENT FOR WATER SUPPLY 4 WIDE (DP 1104611)

Surveyor: TROY DANIEL SUMNER
Date of Survey: 16/2024
Surveyor's Ref: 162024

PLAN OF SUBDIVISION OF LOT 119 DP 1234566 AND LOT 300 DP 1249866

LGA: MAITLAND
Locality: MAITLAND VALE
Subdivision No:
Lengths are in metres. Reduction Ratio 1:700

Registered:



LINE	BEARING	DISTANCE
15	84°18'30"	6.075
16	104°18'30"	5.275
17	315°32'20"	1.365
18	97°27'00"	5.38
19	317°38'10"	2.69
27	339°30'	6.79

SCHEDULE OF CURVED BOUNDARIES		
No.	CHORD	RADIUS
8	318°54'20"	11.005
13	181°21'40"	9.575
14	180°29'10"	8.385
28	134°20'	2.885
29	131°51'50"	3.015
30	305°59'15"	12.34

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) RESTRICTION ON THE USE OF LAND
- (C) BUILDING ENVELOPE (DP 1234655)
- (D) RESTRICTION ON THE USE OF LAND (DP 1234655)
- (E) RESTRICTION ON THE USE OF LAND (DP 1234655)

DRAFT
REVISION A 02/06/2019

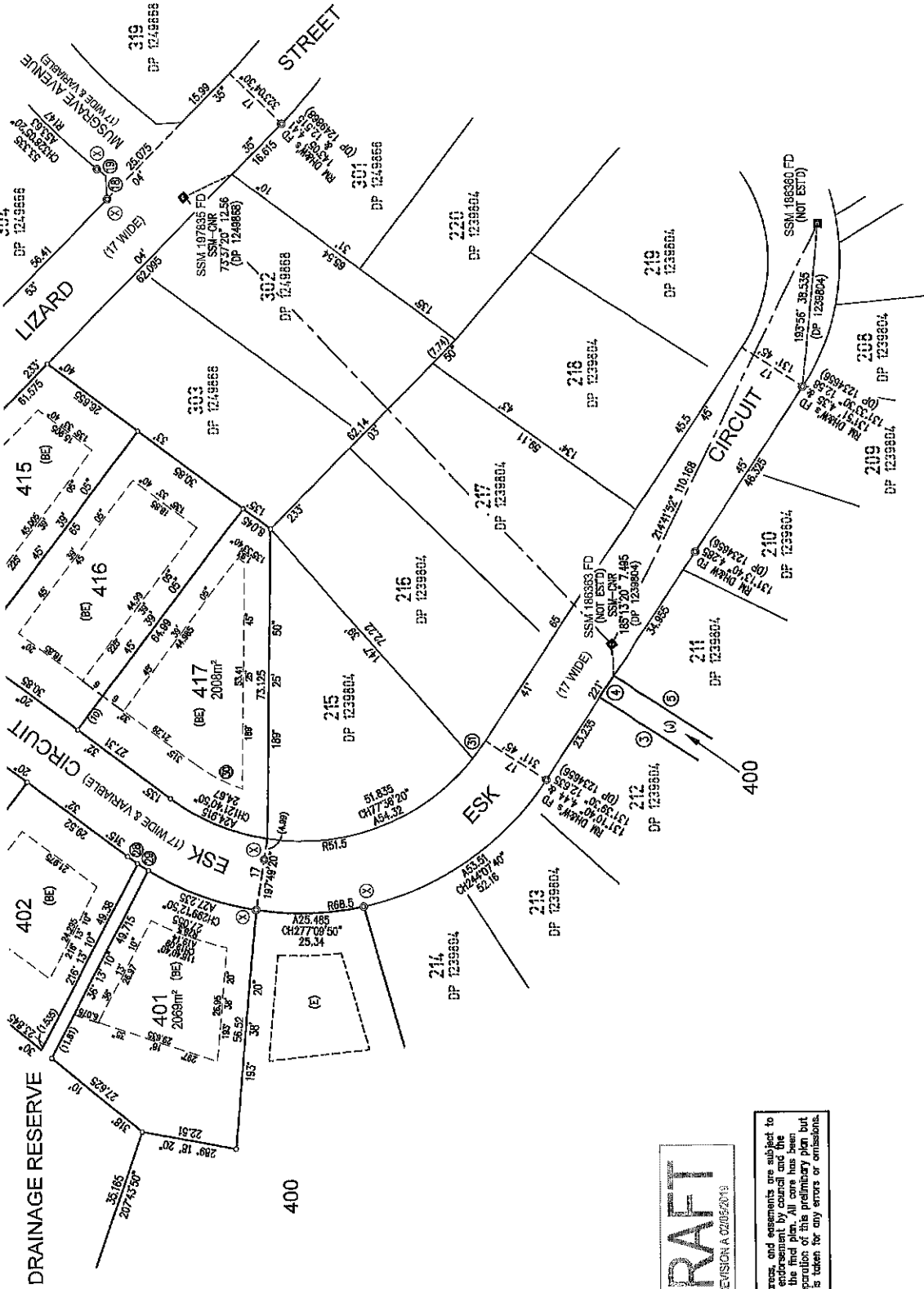
All dimensions, areas, and easements are subject to final survey, endorsement by council and the registration of the final plan. All care has been taken in the preparation of this preliminary plan but no responsibility is taken for any errors or omissions.

Surveyor: TROY DANIEL SUMNER
Date of Survey:
Surveyor's Ref: 162024

PLAN OF SUBDIVISION OF LOT 119 DP 1234655 AND LOT 300 DP 1249868.

LGA: MAITLAND
Locality: MAITLAND VALE
Subdivision No:
Lengths are in metres. Reduction Ratio 1:200

Registered:



DRAFT
REVISION A 02/05/2019

All dimensions, areas, and easements are subject to final survey, endorsement by council and the registration of the final plan. All areas have been taken in the preparation of this preliminary plan but no responsibility is taken for any errors or omissions.

LINE	BEARING	DISTANCE
3	317°52'20"	40.245 (DP 1239804)
4	41°45'	6 (DP 1239804)
5	131°52'20"	47.745 (DP 1239804)
18	62°12'0"	5.38
19	317°35'10"	2.68

SCHEDULE OF CURVED BOUNDARIES		
No.	CHORD	ARC RADIUS
28	134°20'	2.885
29	131°51'50"	3.015
30	306°58'15"	12.34
31	44°34'20"	5.075

(A) EASEMENT TO DRAIN WATER 1.5 WIDE
(B) RESTRICTION ON THE USE OF LAND
(C) BUILDING ENVELOPE (DP 1234656)
(D) RESTRICTION ON THE USE OF LAND (DP 1234656)

Registered:

LGA: MAITLAND
Locality: MAITLAND VALE
Subdivision No:
Lengths are in metres. Reduction Ratio 1:770

PLAN OF SUBDIVISION OF LOT 119 DP 1234656 AND LOT 300 DP 1249868.

Surveyor: TROY DANIEL SUMNER
Date of Survey:
Surveyor's Ref: 16/20244

Office Use Only

Office Use Only

Registered:

Title System:

DRAFT**PLAN OF SUBDIVISION OF LOT 119
DP 1234656 AND LOT 300 DP 1249868.**

LGA: MAITLAND

Locality: MAITLAND VALE

Parish: MIDDLEHOPE

County: DURHAM

Survey Certificate

I, Troy Daniel Sumner – PULVER, COOPER & BLACKLEY PTY LTD
of 98 LAWES STREET, EAST MAITLAND 2323.

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

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

~~*(b) The part of the land shown in the plan (*being Lots 401 to 417 inclusive, drainage reserve and connection to survey marks) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or~~

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

Datum Line: 'X' - 'Y'

Type: *Urban/*Rural

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

Signature: Dated:

Surveyor Identification No: 8754

Surveyor registered under

the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I,
*Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of section 6.15 *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision,
new road or reserve set out herein.

Signature:

Accreditation number:

Consent Authority:

Date of endorsement:

Subdivision Certificate number:

File number:

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP 1234656

DP 1239804

DP 1249868

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

It is intended to dedicate the extension of Lizard Street
and Esk Circuit to the public as public road.

Surveyor's Reference: 16/202/4

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

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 119
DP 1234656 AND LOT 300 DP 1249868.**

DRAFT

Subdivision Certificate number:

Date of Endorsement:

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

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

Lot	Street Number	Street Name	Street Type	Locality
400		Esk	Circuit	Maitland Vale
401		Esk	Circuit	Maitland Vale
402		Esk	Circuit	Maitland Vale
403		Esk	Circuit	Maitland Vale
404		Esk	Circuit	Maitland Vale
405		Esk	Circuit	Maitland Vale
406		Esk	Circuit	Maitland Vale
407		Esk	Circuit	Maitland Vale
408		Esk	Circuit	Maitland Vale
409		Esk	Circuit	Maitland Vale
410		Esk	Circuit	Maitland Vale
411		Esk	Circuit	Maitland Vale
412		Esk	Circuit	Maitland Vale
413		Esk	Circuit	Maitland Vale
414		Esk	Circuit	Maitland Vale
		Lizard	Street	Maitland Vale
415		Esk	Circuit	Maitland Vale
		Lizard	Street	Maitland Vale
416		Esk	Circuit	Maitland Vale
417		Esk	Circuit	Maitland Vale

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 119
DP 1234656 AND LOT 300 DP 1249868.****DRAFT**

Subdivision Certificate number:

Date of Endorsement:

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

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

Pursuant to Section 88B of the Conveyancing Act 1919, as amended it is intended to create:

1. Easement to drain water 1.5 wide (A)
2. Right of footway 5 wide (F)
3. Restriction on the use of land (BE)
4. Restriction on the use of land
5. Restriction on the use of land
6. Restriction on the use of land
7. Restriction on the use of land

Pursuant to Section 88B of the Conveyancing Act 1919, as amended it is intended to release:

1. Right of carriageway 17 wide (R) created by DP 1249868
2. Easement to drain water 17 wide (S) created by DP 1249868
3. Easement to drain water 3 wide & variable (T) created by DP 1234656
4. Right of carriageway 5 wide (G) created by DP 1234656

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 119
DP 1234656 AND LOT 300 DP 1249868.****DRAFT**

Subdivision Certificate number:

Date of Endorsement:

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

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

EXECUTED by GRANGE ESTATES)
(NSW) PTY LIMITED ACN 079 624)
909 in accordance with section 127 of)
the *Corporations Act* 2001 (Cth);)

.....
Signature of director/secretary.....
Signature of director.....
Name of director/secretary (please
print).....
Name of director (please print)

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 119
DP 1234656 AND LOT 300 DP 1249868.****DRAFT**

Subdivision Certificate number:

Date of Endorsement:

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

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

Execution by GREATER BANK LIMITED (ACN 087 651 956):

Surveyor's Reference: 16/202/4

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

(Sheet 1 of 8 Sheets)

PLAN:

Plan of Subdivision of Lot 119 DP 1234656
and Lot 300 DP 1249868
covered by Subdivision Certificate
No: Dated:

FULL NAME AND ADDRESS OF OWNER
OF THE LAND:

GRANGE ESTATES (NSW) PTY LIMITED
ACN 079 624 909
SUITE 20/19-21 CENTRAL ROAD
MIRANDA NSW 2228

FULL NAME AND ADDRESS OF THE
MORTGAGEE OF THE LAND:

GREATER BANK LIMITED
ACN 087 651 956
103 TUDOR STREET
HAMILTON 2303

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain water 1.5 wide (A)	402 403 404 405 406 407 408	403 to 409 inclusive 404 to 409 inclusive 405 to 409 inclusive 406 to 409 inclusive 407 to 409 inclusive 408, 409 409
2	Right of footway 5 wide (F)	407	Maitland City Council
3	Restriction on the use of land (BE)	Part Lots 401 to 417 inclusive	Maitland City Council
4	Restriction on the use of land	Each lot	Every other lot
5	Restriction on the use of land	Each lot	Maitland City Council
6	Restriction on the use of land	406 to 414 inclusive	Maitland City Council
7	Restriction on the use of land	401 to 405 inclusive, 415 to 417 inclusive	Maitland City Council

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

(Sheet 2 of 8 Sheets)

PLAN:

Plan of Subdivision of Lot 119 DP 1234656
and Lot 300 DP 1249868
covered by Subdivision Certificate
No: Dated:

PART 1A (RELEASE)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of carriageway 17 wide (R) created by DP 1249868	300/1249868	Maitland City Council
2	Easement to drain water 17 wide (S) created by DP 1249868	300/1249868	Maitland City Council
3	Easement to drain water 3 wide & variable (T) created by DP 1234656	119/1234656, 300/1249868	Maitland City Council
4	Right of carriageway 5 wide (G) created by DP 1234656	221/1239804	Grange Estates (NSW) Pty Ltd ACN 079 624 909

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

(Sheet 3 of 8 Sheets)

PLAN:

Plan of Subdivision of Lot 119 DP 1234656
and Lot 300 DP 1249868
covered by Subdivision Certificate
No: Dated:

PART 2 (TERMS)

1 TERMS OF EASEMENT TO DRAIN WATER 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 easements numbered 1 in the plan.

MAITLAND CITY COUNCIL

2 TERMS OF RIGHT OF FOOTWAY NUMBERED 2 IN THE PLAN.

A Right of Footway in the terms as set out in Part 3 Schedule 4A of the Conveyancing Act 1919 is created.

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

MAITLAND CITY COUNCIL

3 TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 3 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 "BE" 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 401 to 407 and 410 as detailed.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 3 in the plan.

MAITLAND CITY COUNCIL

4 TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 4 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 m² 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

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

(Sheet 4 of 8 Sheets)

PLAN:

Plan of Subdivision of Lot 119 DP 1234656
and Lot 300 DP 1249868
covered by Subdivision Certificate
No: Dated:

cement panelling and/or timber may be used on a 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.
- (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 80m².
- (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 any lot burdened.
- (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

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

(Sheet 5 of 8 Sheets)

PLAN:

Plan of Subdivision of Lot 119 DP 1234656
and Lot 300 DP 1249868
covered by Subdivision Certificate
No: Dated:

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 Limited is the only party empowered to release vary or modify the restrictions on the use of land fourthly referred to in the abovementioned plan whilst ever Grange Estates (NSW) Pty Limited 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 within this subdivision are contained within 50 metres of the lot seeking the release, variation or modification.

5 TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 5 IN THE PLAN.

No fence shall be permitted to remain on any lot or boundary of any lot unless the fence is 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 5 in the plan.

MAITLAND CITY COUNCIL

6 TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 6 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.

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

MAITLAND CITY COUNCIL

7 TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 7 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.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction on the use of land numbered 7 in the plan.

MAITLAND CITY COUNCIL

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

(Sheet 6 of 8 Sheets)

PLAN:

Plan of Subdivision of Lot 119 DP 1234656
and Lot 300 DP 1249868
covered by Subdivision Certificate
No: Dated:

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

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

Signature of delegate

Signature of Witness

Name of delegate (BLOCK LETTERS)

Name of Witness (BLOCK LETTERS)

Address of Witness

DRAFT

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

(Sheet 7 of 8 Sheets)

PLAN:

Plan of Subdivision of Lot 119 DP 1234656
and Lot 300 DP 1249868
covered by Subdivision Certificate
No: Dated:

EXECUTED by GRANGE ESTATES
(NSW) PTY LIMITED ACN 079 624 909
in accordance with section 127 of the
Corporations Act 2001 (Cth):

)
)
)
)

Signature of director/secretary

Signature of director

Name of director/secretary (please print)

Name of director (please print)

DRAFT

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

(Sheet 8 of 8 Sheets)

PLAN:

Plan of Subdivision of Lot 119 DP 1234656
and Lot 300 DP 1249868
covered by Subdivision Certificate
No: Dated:

Executed by **GREATER BANK LIMITED** (ACN 087 651 956):

DRAFT

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

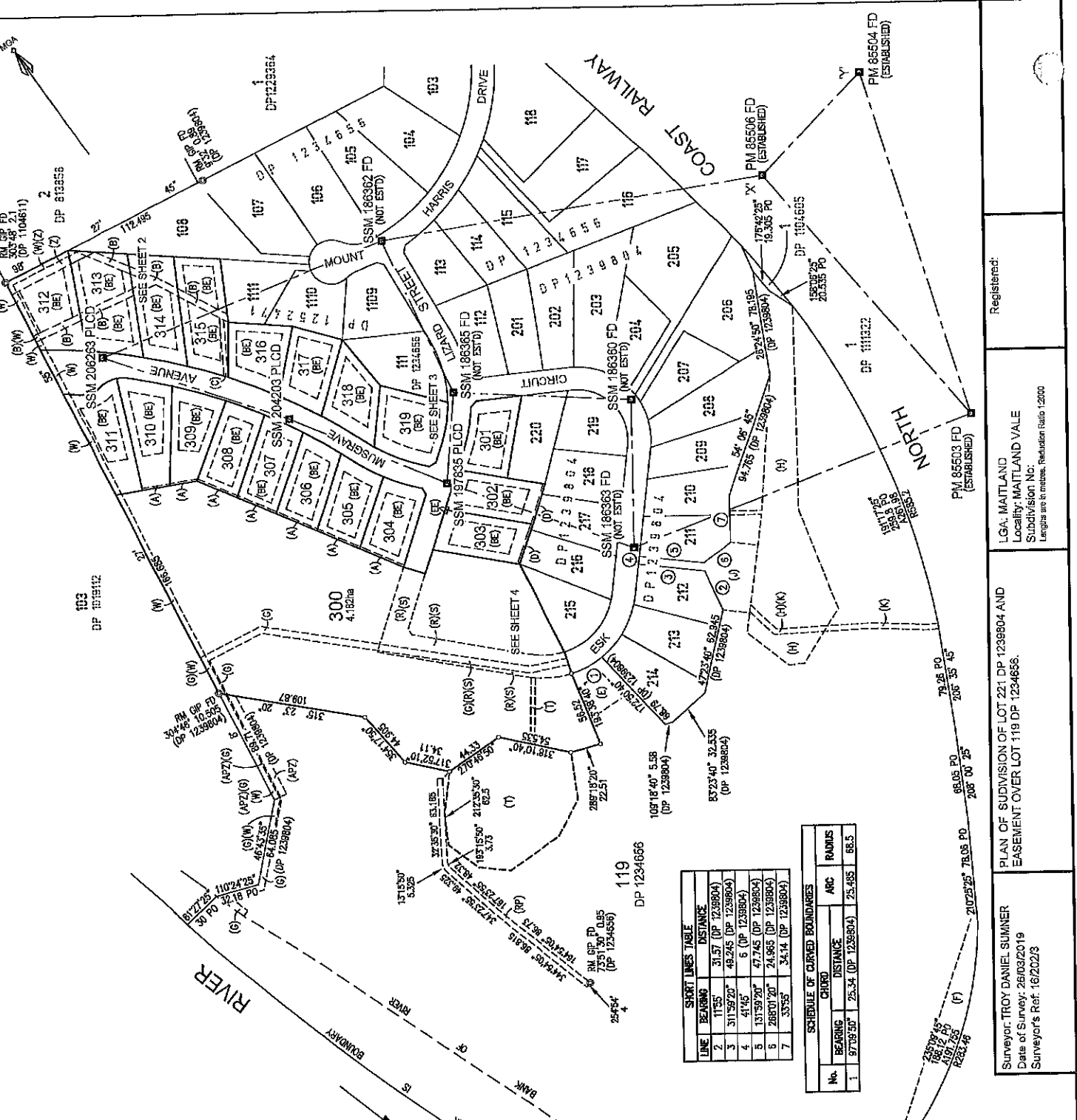
PLAN FORM 2

MARK	COORDINATE SCHEDULE			METHOD	ORIGIN
	M.G.A. CO-ORDINATES	CLASS	ORDER		
PM 85503	568 742.025	B	2	SMS	FOUND
PM 85504	568 742.025	B	2	SMS	FOUND
PM 85505	568 742.025	B	2	SMS	FOUND
SSM 186350	568 742.025	U	U	SMS	FOUND
SSM 186351	568 742.025	U	U	SMS	FOUND
SSM 186352	568 742.025	U	U	SMS	FOUND
SSM 186353	568 742.025	U	U	SMS	FOUND
SSM 186354	568 742.025	U	U	SMS	FOUND
SSM 186355	568 742.025	U	U	SMS	FOUND
SSM 186356	568 742.025	U	U	SMS	FOUND
SSM 186357	568 742.025	U	U	SMS	FOUND
SSM 186358	568 742.025	U	U	SMS	FOUND
SSM 186359	568 742.025	U	U	SMS	FOUND
SSM 186360	568 742.025	U	U	SMS	FOUND
SSM 186361	568 742.025	U	U	SMS	FOUND
SSM 186362	568 742.025	U	U	SMS	FOUND
SSM 186363	568 742.025	U	U	SMS	FOUND
SSM 186364	568 742.025	U	U	SMS	FOUND
SSM 186365	568 742.025	U	U	SMS	FOUND
SSM 186366	568 742.025	U	U	SMS	FOUND
SSM 186367	568 742.025	U	U	SMS	FOUND
SSM 186368	568 742.025	U	U	SMS	FOUND
SSM 186369	568 742.025	U	U	SMS	FOUND
SSM 186370	568 742.025	U	U	SMS	FOUND
SSM 186371	568 742.025	U	U	SMS	FOUND
SSM 186372	568 742.025	U	U	SMS	FOUND
SSM 186373	568 742.025	U	U	SMS	FOUND
SSM 186374	568 742.025	U	U	SMS	FOUND
SSM 186375	568 742.025	U	U	SMS	FOUND
SSM 186376	568 742.025	U	U	SMS	FOUND
SSM 186377	568 742.025	U	U	SMS	FOUND
SSM 186378	568 742.025	U	U	SMS	FOUND
SSM 186379	568 742.025	U	U	SMS	FOUND
SSM 186380	568 742.025	U	U	SMS	FOUND
SSM 186381	568 742.025	U	U	SMS	FOUND
SSM 186382	568 742.025	U	U	SMS	FOUND
SSM 186383	568 742.025	U	U	SMS	FOUND
SSM 186384	568 742.025	U	U	SMS	FOUND
SSM 186385	568 742.025	U	U	SMS	FOUND
SSM 186386	568 742.025	U	U	SMS	FOUND
SSM 186387	568 742.025	U	U	SMS	FOUND
SSM 186388	568 742.025	U	U	SMS	FOUND
SSM 186389	568 742.025	U	U	SMS	FOUND
SSM 186390	568 742.025	U	U	SMS	FOUND
SSM 186391	568 742.025	U	U	SMS	FOUND
SSM 186392	568 742.025	U	U	SMS	FOUND
SSM 186393	568 742.025	U	U	SMS	FOUND
SSM 186394	568 742.025	U	U	SMS	FOUND
SSM 186395	568 742.025	U	U	SMS	FOUND
SSM 186396	568 742.025	U	U	SMS	FOUND
SSM 186397	568 742.025	U	U	SMS	FOUND
SSM 186398	568 742.025	U	U	SMS	FOUND
SSM 186399	568 742.025	U	U	SMS	FOUND
SSM 186400	568 742.025	U	U	SMS	FOUND

DATE OF SMS COORDINATES: 19-10-2016 MGA ZONE: 56 MGA DATUM: GDA84

COMBINED SCALE FACTOR: 0.999807

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
(APZ) POSITIVE COVENANT (ASSET PROTECTION ZONE 10 MIDE) (DP 1234655)
(APZ) RESTRICTION ON THE USE OF LAND 10 MIDE (DP 1234655)
(B) RESTRICTION ON THE USE OF LAND 10 MIDE (DP 1234655)
(BE) RESTRICTION ON THE USE OF LAND
(C) EASEMENT TO DRAIN WATER 1.5 WIDE
(D) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1234655)
(E) BUILDING ENVELOPE (DP 1234655)
(F) RESTRICTION ON THE USE OF LAND (DP 1234655)
(G) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (DP 1234655)
(H) EASEMENT FOR RAILWAY PURPOSES 4.182ha (GZ 23.11.1934 FOL 4189)
(I) EASEMENT FOR FOOTWAY 5 WIDE AND VARIABLE WIDTH (DP 1234655)
(J) EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE (DP 1234655)
(K) EASEMENT FOR PRELINE 4 WIDE (DP 1234655)
(L) EASEMENT FOR WASTE WATER PUMPING STATION 6 WIDE & VARIABLE (DP 1234655)
(M) EASEMENT FOR WASTE WATER PUMPING STATION 6 WIDE & VARIABLE (DP 1234655)
(N) EASEMENT FOR WASTE WATER PUMPING STATION 6 WIDE & VARIABLE (DP 1234655)
(O) EASEMENT FOR WASTE WATER PUMPING STATION 6 WIDE & VARIABLE (DP 1234655)
(P) RESTRICTION ON THE USE OF LAND (DP 1234655)
(Q) EASEMENT TO DRAIN WATER 17 WIDE
(R) EASEMENT TO DRAIN WATER 3 WIDE AND VARIABLE
(S) EASEMENT FOR WATER SUPPLY 4 WIDE (DP 1104611)
(T) POSITIVE COVENANT TO MIDE



Registered:

LGA: MATLAND

Locality: MATLAND VALE

Subdivision No:

Lengths are in metres. Reduction Ratio 1:2000

PLAN OF SUBDIVISION OF LOT 221 DP 1239804 AND EASEMENT OVER LOT 119 DP 1234655.

Surveyor: TROY DANIEL SUMNER

Date of Survey: 26/03/2019

Surveyor's Ref: 16/2023

SCHEDULE OF REFERENCE MARKS		
MARK	BEARING	DISTANCE
(A)	193°37'	5.06 & 24.52
(B)	196°31'	RM DRAIN PLACED
(C)	221°16'	4.715 & 24.2
(D)	221°16'	4.37 & 12.56
(E)	221°24'	4.815 & 12.865
(F)	142°15'	RM DRAIN PLACED
(G)	107°51°15'	4.36
(H)	107°51°15'	RM DRAIN PD (DP 1234656)
(I)	307°35'	12.72
(J)	307°35'	RM SSM 185362 PD (DP 1234656)
(K)	309°28'	8.55
(L)	204°59°50'	4.42
(M)	205°06°45'	5.203
(N)	137°42°10'	22.225
(O)	137°42°10'	RM DRAIN PD (DP 1234656)
(P)	137°48°40'	4.38
(Q)	137°48°40'	RM DRAIN PD (DP 1234656)

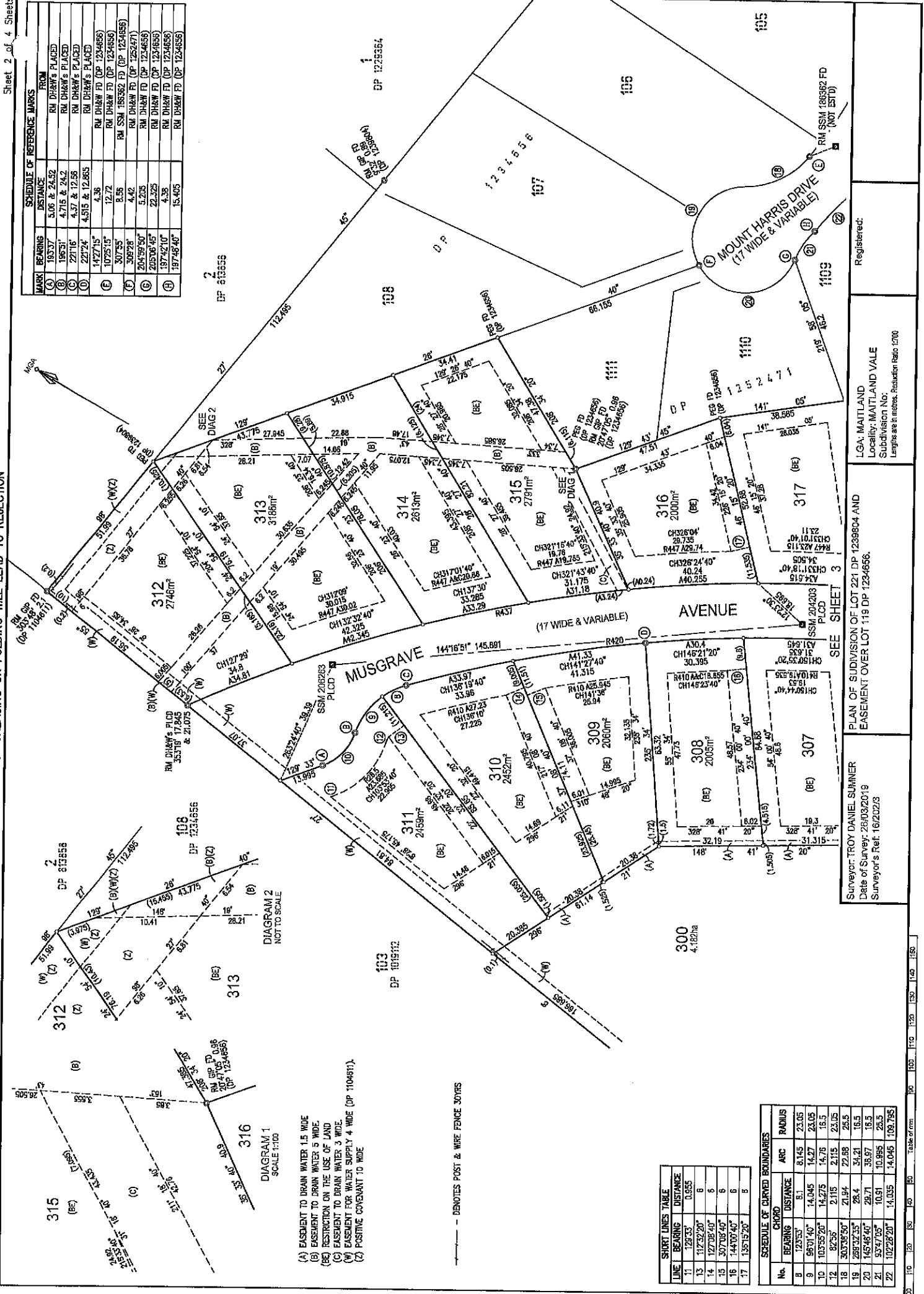


DIAGRAM 2
NOT TO SCALE

DIAGRAM 1
SCALE 1:100

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT TO DRAIN WATER 5 WIDE
- (BE) RESTRICTION ON THE USE OF LAND
- (C) EASEMENT TO DRAIN WATER 3 WIDE
- (W) EASEMENT FOR WATER SUPPLY 4 WIDE (DP 104681)
- (Z) POSITIVE COVENANT 10 WIDE

--- DENOTES POST & WIRE FENCE 30YRS

SHORT LINES TABLE		
LINE	BEARING	DISTANCE
11	123°33'	0.955
12	117°32°30'	6
13	127°08°40'	6
14	307°08°40'	6
15	144°00°40'	6
16	135°15°20'	8

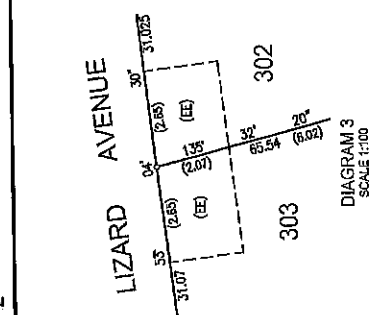
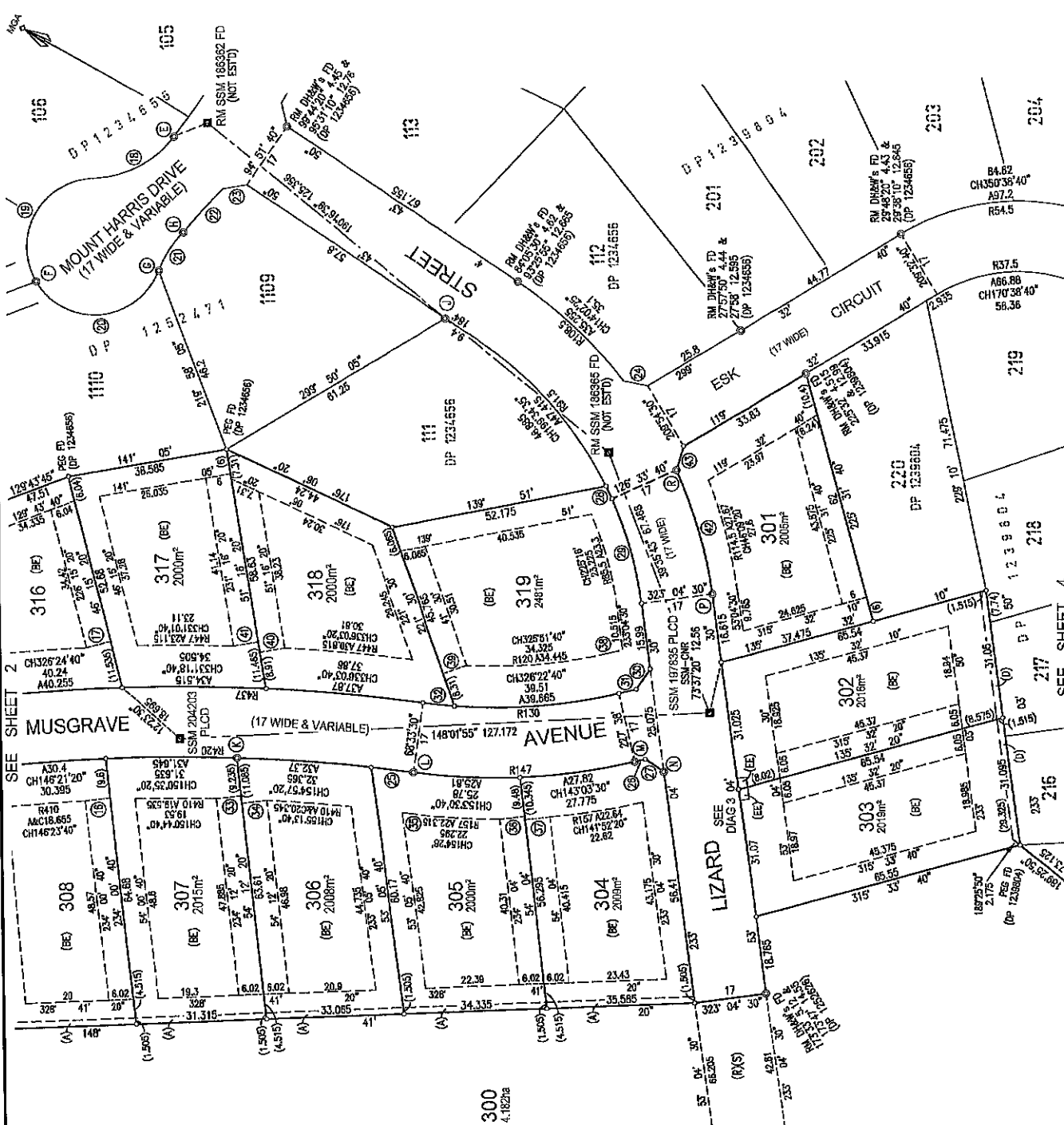
SCHEDULE OF CURVED BOUNDARIES		
No.	CHORD BEARING	ARC RADIUS
8	123°53'	8.145
9	96°01°40'	14.045
10	107°52°20'	14.27
11	82°36'	2.115
12	303°38°50'	21.94
13	267°32°35'	28.4
14	145°46°40'	28.71
15	93°47°05'	10.91
16	102°28°20'	14.035
17	102°28°20'	14.045

PLAN OF SUBDIVISION OF LOT 221 DP 1239804 AND EASEMENT OVER LOT 119 DP 1234656.

Surveyor: TROY DANIEL SUMNER
Date of Survey: 28/03/2019
Surveyor's Ref: 16/2023

LGA: MAITLAND
Locality: MAITLAND VALE
Subdivision No:
Lengths are in metres. Reduction Ratio 1200

Registered:



- (A) EASEMENT TO DRAIN WATER 1.5 WIDE.
- (B) RESTRICTION ON THE USE OF LAND.
- (C) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (DP 1253626).
- (D) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1239804).
- (E) RIGHT OF CARRIAGEWAY 17 WIDE.
- (F) EASEMENT TO DRAIN WATER 17 WIDE.

LINE	BEARING	DISTANCE
16	144°07'40"	6
17	136°15'20"	6
23	141°14'50"	5.905
24	167°56'30"	2.98
26	137°36'10"	5.92
27	182°21'20"	5.92
30	215°21'20"	5.92
31	317°35'	4.31
33	144°12'20"	6
34	324°12'20"	6
36	144°04'	6
37	324°04'	3.235
38	317°36'10"	5.915
39	311°30'	6
40	321°12'20"	6
41	141°16'20"	6
43	77°31'25"	5.945

SCHEDULE OF CURVED BOUNDARIES			
No.	BEARING	DISTANCE	RADIUS
18	303°38'50"	21.94	22.88
19	289°32'35"	28.4	34.21
20	145°46'10"	29.71	36.97
21	93°47'05"	10.91	10.995
22	102°28'20"	14.035	14.045
23	197°31'	10.105	10.105
26	215°23'35"	3.415	3.415
28	224°48'	26.29	26.38
29	336°49'40"	7.76	7.76
32	336°49'40"	1.15	1.15
35	158°27'30"	31.175	31.25
42	44°48'	31.175	31.25

SCHEDULE OF REFERENCE MARKS		FROM
MARK	DISTANCE	
147°15'	4.38	RM DHEW FD (DP 1234656)
107°51'5"	12.72	RM DHEW FD (DP 1234656)
307°55'	8.56	RM SSM 186362 FD (DP 1234656)
309°28'	4.42	RM DHEW FD (DP 1252471)
204°59'50"	5.205	RM DHEW FD (DP 1234656)
205°36'45"	22.395	RM DHEW FD (DP 1234656)
197°42'10"	4.38	RM DHEW FD (DP 1234656)
197°48'40"	15.405	RM DHEW FD (DP 1234656)
288°48'	4.815	RM DHEW FD (DP 1252471)
263°14'	4.855 & 13.28	RM DHEW'S PLACED
248°54'	4.405 & 12.495	RM DHEW'S PLACED
227°37'	4.415 & 12.575	RM DHEW'S PLACED
344°14'	4.57 & 13.41	RM DHEW'S PLACED
143°05'	4.41 & 12.515	RM DHEW'S PLACED
126°12'20"	4.435	RM DHEW FD (DP 1234656)
126°25'15"	12.595	RM DHEW FD (DP 1234656)
165°15'30"	16.91	RM SSM 186362 FD (DP 1234656)

Surveyor: TROY DANIEL SUMNER
 Date of Survey: 26/03/2019
 Surveyor's Ref: 16/202/3

PLAN OF SUBDIVISION OF LOT 221 DP 1239804 AND EASEMENT OVER LOT 119 DP 1234656.

LGA: MAITLAND
 Locality: MAITLAND VALE
 Subdivision No:
 Lengths are in metres. Reduction Ratio 1:700

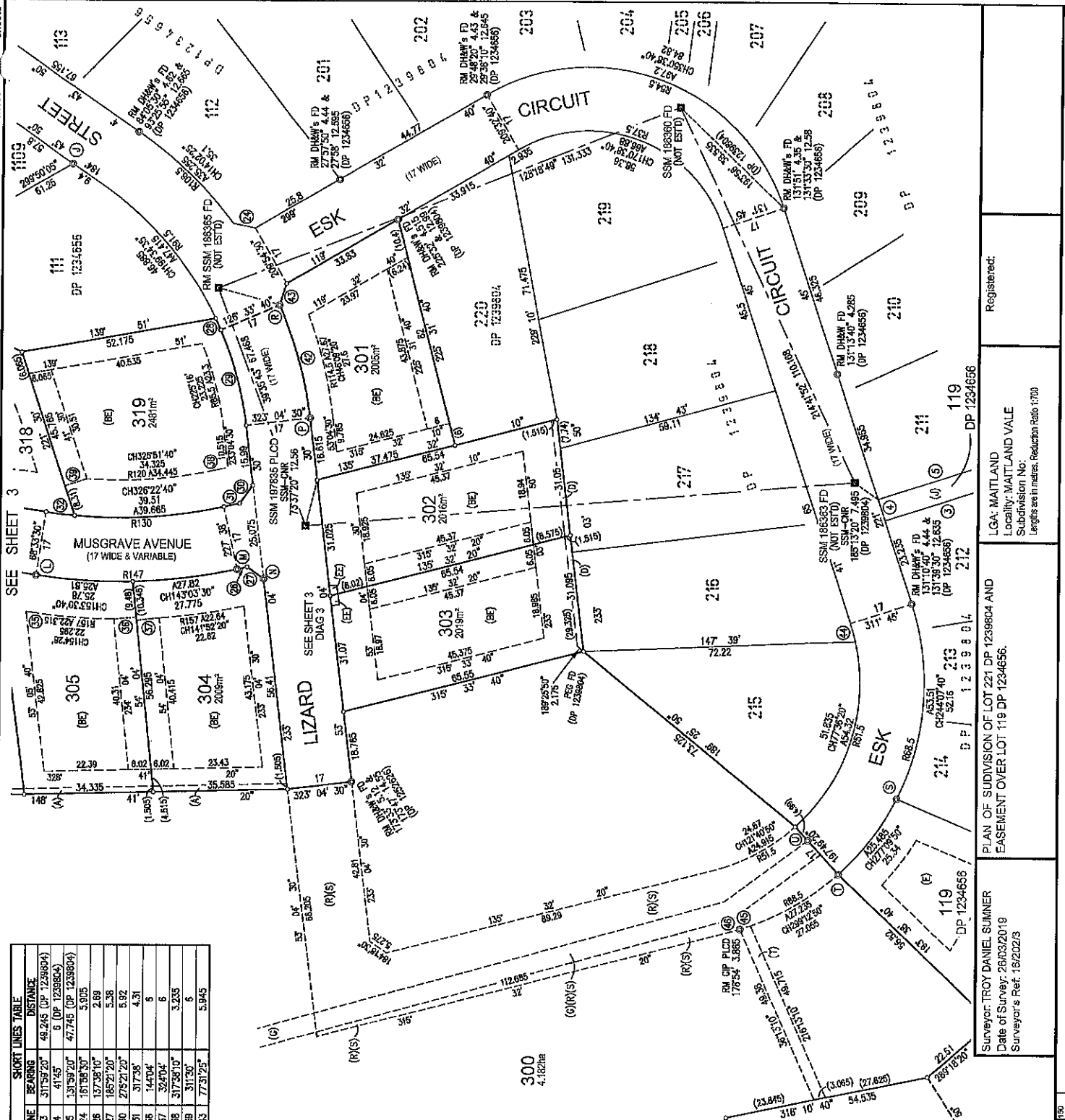
Registered:

SCHEDULE OF REFERENCE MARKS		
MARK	BEARING	DISTANCE
(1)	295°48'	4.815
(2)	248°24'	4.405 & 12.955
(3)	273°37'	4.415 & 12.975
(4)	347°14'	4.57 & 13.41
(5)	143°35'	4.41 & 12.515
(6)	125°02'20"	4.435
(7)	195°25'15"	12.595
(8)	185°15'30"	15.91
(9)	172°51'	4.37 & 12.53
(10)	230°35'50"	5.285
(11)	213°48'	13.1
(12)	192°08'20"	4.925

SCHEDULE OF CURVED BOUNDARIES		
No.	CHORD BEARING	ARC RADIUS
28	215°29'33"	3.415
29	224°46'	26.38
30	335°59'40"	7.76
31	155°27'35"	1.15
32	44°49'	31.75
33	47°44'20"	5.075
34	31°51'50"	3.015
35	314°20'	2.885

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
(B) RESTRICTION ON THE USE OF LAND
(C) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1234656)
(D) BUILDING ENVELOPE (DP 1234656)
(E) RESTRICTION ON THE USE OF LAND (DP 1234656)
(F) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (DP 1234656)
(G) EASEMENT FOR WASTE WATER PUMPING STATION 5 WIDE & VARIABLE (DP 1234656)
(H) RIGHT OF FOOTWAY 5 WIDE AND VARIABLE WIDTH (DP 1234656)
(I) EASEMENT TO DRAIN WATER 3 WIDE AND VARIABLE
(J) RESTRICTION ON THE USE OF LAND (DP 1234656)
(K) EASEMENT TO DRAIN WATER 17 WIDE
(L) EASEMENT TO DRAIN WATER 3 WIDE AND VARIABLE
(M) EASEMENT TO DRAIN WATER 1.5 WIDE

SHORT LINES TABLE		
LINE	BEARING	DISTANCE
3	317°59'20"	49.245 (DP 1234656)
4	41°45'	6 (DP 1234656)
5	317°59'20"	47.745 (DP 1234656)
6	161°58'30"	5.905
7	137°38'10"	2.89
8	185°21'20"	5.38
9	278°21'20"	5.92
10	317°28'	4.31
11	145°04'	6
12	324°04'	6
13	317°58'10"	3.235
14	311°30'	6
15	77°31'25"	5.945

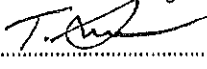


Surveyor: TROY DANIEL SUMNER
Date of Survey: 26/03/2019
Surveyor's Ref: 16/2023

PLAN OF SUBDIVISION OF LOT 221 DP 1234656 AND
EASEMENT OVER LOT 119 DP 1234656.

LGA: MAITLAND
Locality: MAITLAND VALE
Subdivision No:
Lengths are in metres. Reduction Ratio 1:700

Registered:

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT 221 DP 1239804 AND EASEMENT OVER LOT 119 DP 1234656.</p>	<p>LGA: MAITLAND</p> <p>Locality: MAITLAND VALE</p> <p>Parish: MIDDLEHOPE</p> <p>County: DURHAM</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, Troy Daniel Sumner – PULVER, COOPER & BLACKLEY PTY LTD of 98 LAWES STREET, EAST MAITLAND 2323.</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 26/03/2019, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Unculating / *Steep-Mountainous.</p> <p>Signature:  Dated: 11/4/2019</p> <p>Surveyor Identification No: 8754</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1104611</p> <p>DP 1234656</p> <p>DP 1239804</p> <p>DP 1252471</p> <p>DP 1252626</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>It is intended to dedicate Musgrave Avenue and the extension of Lizard Street to the public as public road.</p>	
<p>Surveyor's Reference: 16/202/3</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 221
DP 1239804 AND EASEMENT OVER LOT 119
DP 1234656.**

Subdivision Certificate number:

Date of Endorsement:

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

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

Lot	Street Number	Street Name	Street Type	Locality
300	11	Lizard	Street	Maitland Vale
301	2	Esk	Circuit	Maitland Vale
	5	Lizard	Close	Maitland Vale
302	7	Lizard	Street	Maitland Vale
303	9	Lizard	Street	Maitland Vale
304	1	Musgrave	Avenue	Maitland Vale
	8	Lizard	Street	Maitland Vale
305	3	Musgrave	Avenue	Maitland Vale
306	5	Musgrave	Avenue	Maitland Vale
307	7	Musgrave	Avenue	Maitland Vale
308	9	Musgrave	Avenue	Maitland Vale
309	11	Musgrave	Avenue	Maitland Vale
310	13	Musgrave	Avenue	Maitland Vale
311	15	Musgrave	Avenue	Maitland Vale
312	16	Musgrave	Avenue	Maitland Vale
313	14	Musgrave	Avenue	Maitland Vale
314	12	Musgrave	Avenue	Maitland Vale
315	10	Musgrave	Avenue	Maitland Vale
316	8	Musgrave	Avenue	Maitland Vale
317	6	Musgrave	Avenue	Maitland Vale
318	4	Musgrave	Avenue	Maitland Vale
319	2	Musgrave	Avenue	Maitland Vale
	6	Lizard	Street	Maitland Vale

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 221
DP 1239804 AND EASEMENT OVER LOT 119
DP 1234656.**

Subdivision Certificate number:

Date of Endorsement:

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

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

Pursuant to Section 88B of the Conveyancing Act 1919, as amended it is intended to create:

1. Easement to drain water 1.5 wide (A)
2. Easement to drain water 5 wide (B)
3. Easement to drain water 3 wide (C)
4. Restriction on the use of land (BE)
5. Restriction on the use of land
6. Restriction on the use of land
7. Restriction on the use of land
8. Restriction on the use of land
9. Positive covenant
10. Right of carriageway 17 wide (R)
11. Easement to drain water 17 wide (S)
12. Easement to drain water 3 wide and variable (T)
13. Positive covenant 10 wide (Z)

Pursuant to Section 88B of the Conveyancing Act 1919, as amended it is intended to release:

1. Right of carriageway 17 wide (AA) created by DP 1252626
2. Easement for electricity and other purposes 2 wide (BB) created by DP 1252626
3. Easement to drain water 5 wide & variable (D) created by DP 1234656
4. Right of carriageway variable width (F) created by DP 1234656

Surveyor's Reference: 16/202/3

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 221
DP 1239804 AND EASEMENT OVER LOT 119
DP 1234656.

Subdivision Certificate number:

Date of Endorsement:

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

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

EXECUTED by GRANGE ESTATES)
(NSW) PTY LIMITED ACN 079 624)
909 in accordance with section 127)
of the *Corporations Act 2001* (Cth):)

.....
Signature of director/secretary.....
Signature of director.....
Name of director/secretary (please
print).....
Name of director (please print)

Surveyor's Reference: 16/202/3

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 221
DP 1239804 AND EASEMENT OVER LOT 119
DP 1234656.**

Subdivision Certificate number:

Date of Endorsement:

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

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

Execution by GREATER BANK LIMITED (ACN 087 651 956):

Surveyor's Reference: 16/202/3

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

(Sheet 1 of 9 Sheets)

PLAN:

Plan of Subdivision of Lot 221 DP 1239804
and Easement over Lot 119 DP1234656
covered by Subdivision Certificate
No: Dated:

FULL NAME AND ADDRESS OF OWNER
OF THE LAND:

GRANGE ESTATES (NSW) PTY LIMITED
ACN 079 624 909
SUITE 20/19-21 CENTRAL ROAD
MIRANDA NSW 2228

FULL NAME AND ADDRESS OF THE
MORTGAGEE OF THE LAND:

GREATER BANK LIMITED
ACN 087 651 956
103 TUDOR STREET
HAMILTON 2303

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain water 1.5 wide (A)	304 305 306 307 308 309 310	305 to 311 inclusive 306 to 311 inclusive 307 to 311 inclusive 308 to 311 inclusive 309 to 311 inclusive 310, 311 311
2	Easement to drain water 5 wide (B)	312 313 314 315	103/1019112, Maitland City Council 2/813858, 103/1019112, 108/1234656, 312, Maitland City Council 2/813858, 103/1019112, 108/1234656, 312, 313, Maitland City Council 2/813858, 103/1019112, 108/1234656, 312 to 314 inclusive, Maitland City Council
3	Easement to drain water 3 wide (C)	315	Maitland City Council
4	Restriction on the use of land (BE)	Each part lot except lot 300	Maitland City Council
5	Restriction on the use of land	Each lot except lot 300	Every other lot except lot 300
6	Restriction on the use of land	Each lot except lot 300	Maitland City Council

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

(Sheet 2 of 9 Sheets)

PLAN:

Plan of Subdivision of Lot 221 DP 1239804
and Easement over Lot 119 DP1234656
covered by Subdivision Certificate
No: Dated:

Number of item shown in the intention panel on the plan	Identify of easement, profit à 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
7	Restriction on the use of land	304 to 319 inclusive	Maitland City Council
8	Restriction on the use of land	301 to 303 inclusive	Maitland City Council
9	Positive Covenant	300	Maitland City Council
10	Right of carriageway 17 wide (R)	300	Maitland City Council
11	Easement to drain water 17 wide (S)	300	Maitland City Council
12	Easement to drain water 3 wide and variable (T)	119/1234656 300	Maitland City Council Maitland City Council
13	Positive Covenant 10 wide (Z)	Part Lot 312, Part Lot 313	Maitland City Council

PART 1A (RELEASE)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of carriageway 17 wide (AA) created by DP 1252626	221/1239804	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2	Easement for electricity and other purposes 2 wide (BB) created by DP 1252626	221/1239804	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
3	Easement to drain water 5 wide & variable (D) created by DP 1234656	119/1234656, 221/1239804	Maitland City Council
4	Right of carriageway variable width (F) created by DP 1234656	221/1239804	Maitland City Council

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

(Sheet 3 of 9 Sheets)

PLAN:

Plan of Subdivision of Lot 221 DP 1239804
and Easement over Lot 119 DP1234656
covered by Subdivision Certificate
No: Dated:

PART 2 (TERMS)

1 TERMS OF EASEMENT TO DRAIN WATER NUMBERED 1 AND 2 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 easements numbered 1 and 2 in the plan.

MAITLAND CITY COUNCIL

2 TERMS OF EASEMENT TO DRAIN WATER NUMBERED 3 IN THE PLAN.

Notwithstanding the terms of Easement to Drain Water as set out in Part 3 Schedule 4A 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 3 in the plan.

MAITLAND CITY COUNCIL

3 TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 4 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 "BE" 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 309 to 314 as detailed.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 4 in the plan.

MAITLAND CITY COUNCIL

4 TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 5 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 m² 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

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

(Sheet 4 of 9 Sheets)

PLAN:

Plan of Subdivision of Lot 221 DP 1239804
and Easement over Lot 119 DP 1234656
covered by Subdivision Certificate
No: Dated:

texture render or weatherboard provided however feature panelling including fibre cement panelling and/or timber may be used on a 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.
- (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 80m².
- (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 any lot burdened.
- (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

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

(Sheet 5 of 9 Sheets)

PLAN:

Plan of Subdivision of Lot 221 DP 1239804
and Easement over Lot 119 DP1234656
covered by Subdivision Certificate
No: Dated:

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 Limited is the only party empowered to release vary or modify the restrictions on the use of land fifthly referred to in the abovementioned plan whilst ever Grange Estates (NSW) Pty Limited 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 within this subdivision are contained within 50 metres of the lot seeking the release, variation or modification.

5 TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 6 IN THE PLAN.

No fence shall be permitted to remain on any lot or boundary of any lot unless the fence is 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 6 in the plan.

MAITLAND CITY COUNCIL

6 TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 7 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.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction on the use of land numbered 7 in the plan.

MAITLAND CITY COUNCIL

7 TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 8 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.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction on the use of land numbered 8 in the plan.

MAITLAND CITY COUNCIL

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

(Sheet 6 of 9 Sheets)

PLAN:

Plan of Subdivision of Lot 221 DP 1239804
and Easement over Lot 119 DP1234656
covered by Subdivision Certificate
No: Dated:

8 TERMS OF POSITIVE COVENANT NUMBERED 9 IN THE PLAN.

The area of land identified as Lot 300 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 9 in the plan.

MAITLAND CITY COUNCIL

9 TERMS OF RIGHT OF CARRIAGEWAY NUMBERED 10 IN THE PLAN.

- 9.1 Subject to clause 9.2, a right of carriageway within the meaning of Part 1 Schedule 4A of the Conveyancing Act 1919.
- 9.2 This right of carriageway extinguishes automatically when that part of the lot burdened containing the easement site (or part thereof) is dedicated as public road. In this easement, "easement site" means the right of carriageway 17 wide (R).

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the right numbered 10 in the plan.

MAITLAND CITY COUNCIL

10 TERMS OF EASEMENT TO DRAIN WATER NUMBERED 11 IN THE PLAN.

- 10.1 Subject to clause 10.2, an easement to drain water within the meaning of Part 3 Schedule 4A of the Conveyancing Act 1919.
- 10.2 This easement to drain water extinguishes automatically when that part of the lot burdened containing the easement site (or part thereof) is dedicated as public road. In this easement, "easement site" means the easement to drain water 17 wide (S).

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 11 in the plan.

MAITLAND CITY COUNCIL

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

(Sheet 7 of 9 Sheets)

PLAN:

Plan of Subdivision of Lot 221 DP 1239804
and Easement over Lot 119 DP1234656
covered by Subdivision Certificate
No: Dated:

11 TERMS OF EASEMENT TO DRAIN WATER NUMBERED 12 IN THE PLAN.

- 11.1 Subject to clause 11.2, an easement to drain water within the meaning of Part 3 Schedule 4A of the Conveyancing Act 1919.
- 11.2 This easement to drain water extinguishes automatically when that part of the lot burdened containing the easement site (or part thereof) is dedicated to the public as drainage reserve. In this easement, "easement site" means the easement to drain water 3 wide and variable (T).

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

MAITLAND CITY COUNCIL

12 TERMS OF POSITIVE COVENANT NUMBERED 13 IN THE PLAN.

The area identified as "Z" 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 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 13 in the plan.

MAITLAND CITY COUNCIL

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

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

Signature of delegate

Signature of Witness

Name of delegate (BLOCK LETTERS)

Name of Witness (BLOCK LETTERS)

Address of Witness

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

(Sheet 8 of 9 Sheets)

PLAN:

Plan of Subdivision of Lot 221 DP 1239804
and Easement over Lot 119 DP1234656
covered by Subdivision Certificate
No: Dated:

EXECUTED by GRANGE ESTATES)
(NSW) PTY LIMITED ACN 079 624 909)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

Signature of director/secretary

Signature of director

Name of director/secretary (please print)

Name of director (please print)

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

(Sheet 9 of 9 Sheets)

PLAN:

Plan of Subdivision of Lot 221 DP 1239804
and Easement over Lot 119 DP1234656
covered by Subdivision Certificate
No: Dated:

Executed by **GREATER BANK LIMITED** (ACN 087 651 956):

Appendix C – Acoustic Treatment of Residences



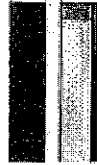

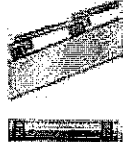
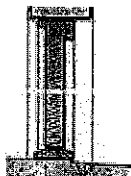


The following table sets out standard (or deemed-to-satisfy) constructions for each category of noise control treatment for the sleeping areas and other habitable areas of single / dual occupancy residential developments only. The assumptions made in the noise modelling are as follows:

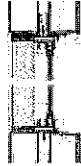

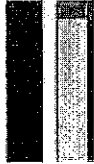

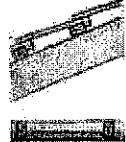
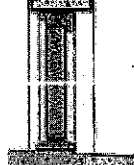
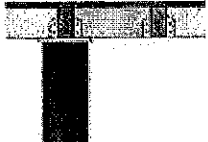

- Typical layout of a modern dwelling taken from a recent large residential development in an outer Sydney suburb
- Bedrooms and other habitable rooms are exposed to road noise


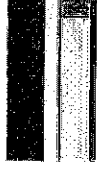
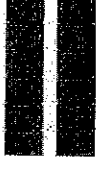
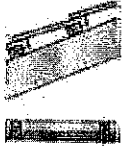


ACOUSTIC PERFORMANCE OF BUILDING ELEMENTS


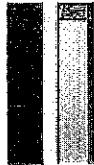




The acoustic performances assumed of each building element in deriving the Standard Constructions for each category of noise control treatment presented in the preceding Table, are presented below in terms of Weighted Sound Reduction Index (Rw) values, which can be used to find alternatives to the standard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


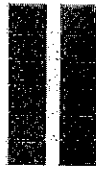


Category of Noise Control Treatment	Rw of Building Elements (minimum assumed)				
	Windows/Sliding Doors	Frontage Facade	Roof	Entry Door	Floor
Category 1	24	38	40	28	29
Category 2	27	45	43	30	29
Category 3	32	52	48	33	50
Category 4	35	55	52	33	50
Category 5	43	55	55	40	50

Category No.	Building Element	Standard Constructions	sample
1	Windows/Sliding Doors	Openable with minimum 4mm monolithic glass and standard weather seals	
	Frontage Facade	Timber Frame or Cladding: 6mm fibre cement sheeting or weatherboards or plank cladding externally, 90mm deep timber stud or 92mm metal stud, 13mm standard plasterboard internally	
		Brick Vaneer: 110mm brick, 90mm timber stud or 92mm metal stud, minimum 50mm clearance between masonry and stud frame, 10mm standard plasterboard internally	
		Double Brick Cavity: 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	Timber Frame or Cladding Construction: 6mm fibre cement sheeting or weatherboards or plank cladding externally, 90mm deep timber stud or 92mm metal stud, 13mm standard plasterboard internally with R2 insulation in wall cavity.	
		Brick Veneer Construction: 110mm brick, 90mm timber stud frame or 92mm metal stud, minimum 50mm clearance between masonry and stud frame, 10mm standard plasterboard internally.	
		Double Brick Cavity Construction: 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, 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	Brick Veneer Construction: 110mm brick, 90mm timber stud or 92mm metal stud, minimum 50mm clearance between masonry and stud frame, 10mm standard plasterboard internally.	
		Double Brick Cavity Construction: 2 leaves of 110mm brickwork separated by 50mm 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	45mm solid core timber door fitted with full perimeter acoustic seals	
	Floor	Concrete slab floor on ground	

Category No.	Building Element	Standard Constructions	sample
4	Windows/Sliding Doors	Openable with minimum 10.38mm laminated glass and full perimeter acoustic seals	
	Frontage Facade	Brick Veneer Construction: 110mm brick, 90mm timber stud or 92mm metal stud, minimum 50mm clearance between masonry and stud frame, R2 insulation batts in wall cavity, 10mm standard plasterboard internally.	
		Double Brick Cavity Construction: 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: 5mm monolithic glass, 100mm air gap, 5mm monolithic glass with full perimeter acoustic seals.	
	Frontage Facade	Double Brick Cavity Construction: 2 leaves of 110mm brickwork separated by 50mm 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	

Appendix 5

Bush Fire Provisions - Landscaping and Property Maintenance

A5.1 Introduction

Bush fires are a natural and periodic event in the Australian landscape. Many Australian plants and animals have adapted to fire over thousands of years and require fire as part of their life cycle.

However, development adjacent to bushland areas has increased the risk of fire impacting on people and their assets. Fire management needs to strike a balance between the protection of life and property and the maintenance of ecological processes and systems.

In Australia, bush fires are inevitable and an essential aspect of the landscape.

However, the impact on property and life can be reduced with responsible preparation and management of bush fire hazards. This is the responsibility of all land managers, as well as communities and individuals taking responsibility for their own fire safety.

The level of protection for life or whether or not a house or other assets survive a bush fire ultimately depends on the landowner and their level of preparedness against bush fire attack.

The planning system can be used to better effect in protecting human life, property and environmental values from the impacts of bush fire events.

In some cases this will involve land use planning and development controls, construction standards, APZs and subdivision layout, siting, design and provision of services. It also involves careful and deliberate consideration of the environmental impacts of these and how we can recognise the need to protect our wetlands, rainforests, koala habitat and other biodiversity and cultural values.

However, the best planning can be undone by poor maintenance and lack of forethought when landscaping a development. Therefore house survival ultimately depends on the householder.

Some maintenance also depends upon adjoining neighbours and upon fuel management in adjacent bush land areas by the owners, occupiers or managers of that land. General housekeeping and maintenance of the grounds by the householder is equally important and, in some cases, may even be more so.

Experience from the Canberra 2003 fires suggests that house losses are greatest in the area up to 250 metres from the bush interface. Distances of

less than 100 metres are particularly vulnerable to flame contact, radiant heat and ember attack.

Hence it is within this distance that efforts should be made to prepare for the onslaught of major bush fire events.

While other legislation provides the impetus for planning objectives, the RF Act provides the legislative vehicle to achieve bush fire management objectives.

In this appendix consideration will be given to the principles for landscaping and management, and the role of property maintenance during the fire event.

A5.2 Principles of Protection

Bush fire attack takes essentially five forms;

- wind,
- smoke,
- ember,
- radiant heat and
- flame.

Evidence indicates ember attack is responsible for most bush fire related house fires. Strong winds resulting from severe bush fires will drive embers into vulnerable areas of a building, preheat and dry fuel ahead of a fire, lift roofing and extend flames along a more horizontal plane closer to building elements. Embers can also cause spotting in advance of the bush fire and provide piloted ignition to building elements. To effectively protect a building, strategies must be implemented that separate it from the hazard and reduce the intensity of bush fires to minimise the combined impact of ember, wind, flame and heat attack.

While smoke will cause minimal damage to property, it can severely affect the health of residents. Smoke is a significant factor in areas in which aged or disabled persons reside – hospitals and nursing homes – and more so where residents are susceptible to respiratory disorders.

Radiant heat (measured in kW/m²) can severely impair firefighting operations, the health of residents and the integrity of building elements. Radiant heat in excess of 10kW/m² can prevent emergency services personnel assisting residents of SFPP developments.

Flame attack will severely restrict firefighting operations, provide piloted ignition to building elements and threaten the health of residents and their capacity to evacuate the area.

Appendices

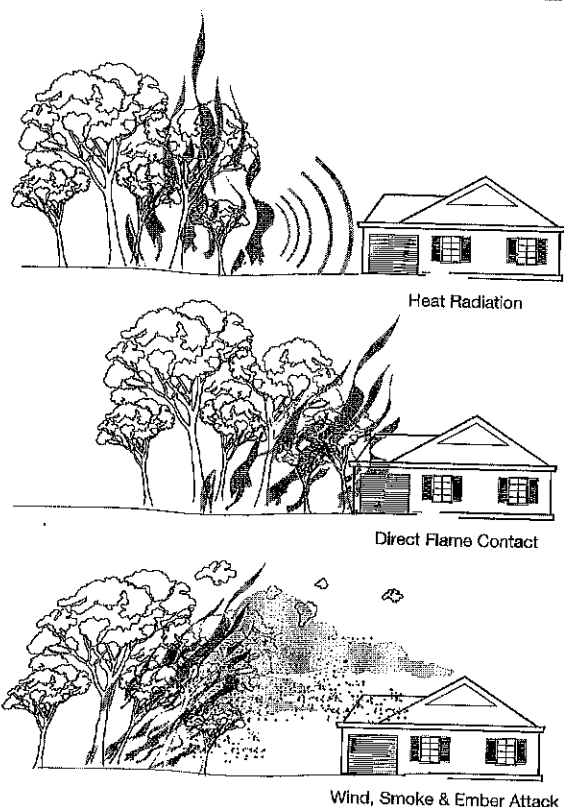


Figure A 5.1 Bush Fire Attack Mechanisms

Overall the intention of bush fire protection measures should be to prevent flame contact to a structure, reduce radiant heat to below the ignition thresholds for various elements of a building, to minimise the potential for wind driven embers to cause ignition and reduce the effects of smoke on residents and firefighters.

A5.3 Principles of Landscaping Properties for Bush Fire Protection

The principles of landscaping for bush fire protection aim to:

- Prevent flame impingement on the dwelling;
- Provide a defendable space for property protection;
- Reduce fire spread;
- Deflect and filter embers;
- Provide shelter from radiant heat; and
- Reduce wind speed.

(a) Vegetation choices

All vegetative material can burn under the influence of bush fire.

With this in mind, careful attention must be paid to species selection, their location relative to their flammability, avoidance of continuity of vegetation (horizontally and vertically), and ongoing maintenance to readily remove flammable fuels (leaf litter, twigs and debris).

In the paper "Landscape and Building Design for Bushfire Areas" G.C. Ramsay and L. Rudolph have provided 14 attributes of vegetation which affect bush fire attack. In summary these attributes are:

- Moisture content of leaves;
- Volatile oil content of leaves;
- Mineral content of leaves;
- Leaf fineness;
- Density of foliage;
- Continuity of plant form;
- Height of lowest foliage above ground;
- Size of plant;
- Dead foliage on the plant;
- Bark texture;
- Quantity of ground fuels;
- Fineness of ground fuels;
- Compaction ability of ground fuels; and
- Mineral content of ground fuel.

What is clear is that the higher moisture content of leaves (mesic), the less bark that will be available and the lower the leaf drop, all of which will assist with maintenance of the understorey and will also assist in reducing bush fire attack.

Work in the USA and elsewhere has also suggested that in addition to removal of understorey species, the trimming of lower limbs of trees also assists in reducing fire penetration into the canopy. Trees such as 'pencil pines' and African olive have been attributed with high fire propagation due to the high fine fuel and/or oil content captured within the canopy. This leads to significant flame height. Avoid such species in favour of rainforest species such as Figs and Syzygium.

When choosing plants, be sure not to introduce weed species into an area. Fire events may provide the opportunity for weed species to spread and may contribute fuel to an area of otherwise lower fuel loads.

Contact local councils, plant nurseries and plant societies to determine suitable species for your area.

(b) Trees as Windbreaks

The use of trees as windbreaks is a common practice but trees also provide a useful function, trapping embers and flying debris, which would otherwise reach the house. The tree crown will rarely carry fire unless there is a significant fuel loading on the ground.

By reducing the wind speed, a row of trees also slows the rate of spread of a bush fire and a dense foliage traps radiant heat, lowering bush fire radiant heat.

Because of the effect of turbulence, a balance has to be struck between a high density of trees (that

maximises the trapping of embers and radiant heat but also maximises turbulence) and a lower density (that allows more embers and radiant heat to pass through but minimises turbulence). A windbreak that allows 30-60% of the wind to pass through is ideal as less than this becomes too solid with ember laden winds being carried over the top of the break.

To be effective a windbreak must:

- be located on the side of the lot from which fire weather normally approaches;
- be of sufficient length (generally 100 metres minimum length);
- be located at a distance of one to three times the height of fully grown trees but not within the IPA;
- use smooth barked eucalypts, rainforest trees or deciduous trees;
- make sure there are no breaks of sufficient size to allow winds to funnel through; and
- be separated by sufficient distance from the hazard so as not to be consumed and become a hazard itself.

A5.4 Vegetation Management

Where APZs have been incorporated as part of the development approval for subdivision or for dwelling construction, the environmental aspects of the development should have already been taken into account.

In general, it is expected that APZs will be maintained by the owner of the land including maintenance of any fire trail constructed as part of the development.

It is accepted practice that after construction of a dwelling, gardens will be established and landscaping of the grounds will be undertaken. It is essential that efforts to reduce fuels on adjoining properties are therefore not negated by actions within the immediate curtilage of the building.

In terms of priorities of addressing bush fire attack, priority should be given to preventing flame impingement by not allowing fine debris to accumulate close to the building. Secondly, removal of understorey fuels aids in the reduction of flame heights and likely canopy fire, thereby reducing overall radiant heat. Removal of loose bark and fine fuels reduces both heat output and ember generation, while the retention of taller trees with canopies will also assist in filtering out embers.

To maintain a garden that does not contribute to the spread of bush fires, it is necessary to plan the layout of the garden beds and take an active decision to minimise certain features in favour of other features. These should include:

- maintaining a clear area of low cut lawn or pavement adjacent to the house;
- keeping areas under fences, fence posts and

- gates and trees raked and cleared of fuel;
- utilising non-combustible fencing and retaining walls
- breaking up the canopy of trees and shrubs with defined garden beds;
- organic mulch should not be used in bush fire prone areas and non flammable material should be used as ground cover, eg Scoria, pebbles, recycled crushed bricks.
- planting trees and shrubs such that:
 - the branches will not overhang the roof;
 - the tree canopy is not continuous; and
 - there is a windbreak in the direction from which fires are likely to approach.

The RFS has developed its document "Standards for Asset Protection Zones" which should be consulted for APZ specifications. This is also available on the RFS web page at www.rfs.nsw.gov.au.

A5.5 Maintenance of Property

Sensible arrangements for landscaping and maintenance of the property are critical in the prevention of losses.

In considering property maintenance the following items should therefore be implemented in advance of the bush fire season:

- removal of material such as litter from the roof and gutters;
- ensure painted surfaces are in good condition with decaying timbers being given particular attention to prevent the lodging of embers within gaps;
- check pumps and water supplies are available and in working order;
- driveways are in good condition with trees not being too close and forming an obstacle during smoky conditions;
- check tiles and roof lines for broken tiles or dislodged roofing materials;
- screens on windows and doors are in good condition without breaks or holes in flyscreen material and frames are well fitting into sills and window frames;
- drenching or spray systems are regularly tested before the commencement of the fire season;
- hoses and hose reels are not perished and fittings are tight and in good order;
- doors are fitted with draught seals and well maintained;
- mats are of non combustible material or in areas of low potential exposure; and
- woodpiles, garden sheds and other combustible materials are located downslope and well away from the house.

Trees and other vegetation in the vicinity of power lines and tower lines should be managed and trimmed in accordance with the specifications in "Vegetation Safety Clearances" issued by Energy Australia (NS179, April 2002).

Dictionary

AS 3959

Australian Standard AS 3959 Construction of buildings in bushfire-prone areas, Standards Australia, 1999, that outlines construction standards applicable to residential developments in bush fire prone areas.

Asset Protection Zone (APZ)

Often referred to as a fire protection zone. Aims to protect human life, property and highly valued public assets and values. An area surrounding a development managed to reduce the bush fire hazard to an acceptable level. The width of the APZ will vary with slope, vegetation and construction level. The APZ, consisting of an area maintained to minimal fuel loads and, for subdivision, comprising a combination of perimeter road, fire trail, rear yard or a reserve, so that a fire path is not created between the hazard and the building.

Bush fire protection measures (BPM)

The suite of measures available for minimizing the risk of bush fire attack and the threat to life and property.

Building Code of Australia (BCA)

The Building Code of Australia means the document of that name published on behalf of the Australian Building Codes Board (ABCB) (as amended), together with:

- a) such amendments made by the Board, and
- b) such variations approved by the Board in relation to New South Wales, as are prescribed by the EP&A Regulations.

There are 10 classes of buildings as defined by the BCA (see Appendix 1).

Building footprint

The area shown on a plan over which a building can be erected.

Bush fire (also Bushfire)

A fire involving grass, scrub or forest.

Bush fire attack

Arises from direct flame impingement, radiant heat or ember attack.

Bush fire hazard

The potential severity of a fire. Usually measured in terms of intensity (kW/m), the factors that influence a bush fire hazard include climate and weather patterns, vegetation (fuel quantity, distribution and moisture) and slope.

Bush fire hazard reduction works

- a) the establishment or maintenance of fire breaks on land, and

- b) the controlled application of appropriate fire regimes or other means for the reduction or modification of available fuels within a predetermined area to mitigate against the spread of a bush fire,

but does not include construction of a track, trail or road.

Bush fire prone area/land

Is an area of land that can support a bush fire or is likely to be subject to bush fire attack. In general, a bush fire prone area is an area mapped for a local government area that identifies the vegetation types and associated buffer zones. Bush fire prone land maps are prepared by local councils and certified by the Commissioner of the RFS.

Bush fire prone land map (BPL Map)

for an area means a map certified under section 146(2) of the EP&A Act.

Bush fire protection measures (BPMs)

are a range of measures (controls) available to minimise the risk arising from a bush fire. BPMs include APZs, construction standards, suitable access arrangements, water and utility services, emergency management arrangements and landscaping.

Bush fire risk

Is the chance of a bush fire igniting, spreading and causing damage to assets of value to the community. Risk may be rated as being extreme, major, moderate, minor or insignificant and is related to the vulnerability of the asset.

Bush fire safety authority

An approval of the Commissioner of the NSW RFS required for a subdivision for residential or rural residential purpose or for a special fire protection purpose listed under section 100B(6) of the RF Act. This form of development is considered to be integrated development.

Bush fire assessment report

A report submitted in support of a development application by an applicant which determines the extent of bush fire attack to a development and the measures used to mitigate that attack. Appendix 4 provides the information requirements for a bush fire assessment. See also clause 46 of the RF Regulation.

Certifying Authority

As defined in the EP&A Act. Those with authority to issue Part 4A and Complying Development Certificates.

Consent Authority

Is defined in the EP&A Act, in relation to Development Consents. Usually the local council.

Defendable space

Is an area within the asset protection zone that provides an environment in which a person can undertake property protection after the passage of a bush fire with some level of safety.

Development

Is defined in the EP&A Act.

Development Application (DA)

An application for consent to carry out development such as building, subdivision, or the use of a building or land. Applications are normally made to the local council.

Ecologically Sustainable Development (ESD)

As defined in section 6 of the *Protection of the Environment Administration Act (NSW) 1991*.

Ecotourist developments

aim to foster environmental and cultural understanding, appreciation and conservation and to be ecologically sustainable (being located in a relatively undisturbed natural area).

Equivalent to an APZ

is when the building will be separated from the bush fire hazard by other development (including roads, other buildings and managed properties) with a setback distance greater than or equal to the distance which would have been occupied by an APZ, if the development had been established having regard to the provisions of Appendix 3 of this document.

Fire Intensity

the rate of heat release, per unit length of fire front. The primary unit is kilowatts per metre of fire front (kW/m). It is a function of the heat content of the fuel (H), the weight of the fuel consumed (W), and the rate of spread of the fire (r).

Fire protection systems.

In this document the term is used to refer to the use of drencher/sprinkler systems used to dispense water on to the walls, roof, windows and other elements of a building.

Flame zone

The distance from a bush fire at which there is significant potential for sustained flame contact to a building. Determined by the calculated distance at which the radiant heat of the design fire exceeds 29kW/m² or calculated by the sustained flame length, whichever is the lesser.

Infill development

refers to the development of land by the erection of or addition to a residential building (or buildings) which does not require the spatial extension of services including public roads, electricity, water or sewerage and is within an existing allotment.

Integrated development

is development referred to under section 91 of the EP&A Act.

Integrated housing

development means a subdivision into two or more lots and the simultaneous design and construction of dwellings.

Local Environmental Plan (LEP)

Local Environmental Plan prepared under Part 3 of the EP&A Act. Plans prepared by a council that describe the planning status (zone) and/or development standards required for the future development of an area.

Public road

is an area that is open to or used by the public and is developed for, or has as one of its main uses, the driving or riding of motor vehicles.

Setback

The distance required through planning provisions to separate a building from the bush fire hazard, street frontage or from adjacent buildings.

Should

This is to be read as a prescriptive requirement but recognises that there are exceptional circumstances that warrant consideration of a bush fire protection measure based on performance and the merits of the case including provision for community safety.

Special fire protection purposes

are defined in Appendix 3.1.

State Environmental Planning Policy (SEPP)

is an environmental planning instrument prepared under Part 3 of the EP&A Act

Subdivision

of land means the division of land into two or more parts that, after the division, would be obviously adapted for separate occupation, use or disposition. The division may (but need not) be effected:

- (a) by conveyance, transfer or partition, or
- (b) by any agreement dealing, plan or instrument rendering different parts of the land available for separate occupation, use or disposition.

It includes strata subdivision, community title and boundary adjustments.

Vegetation formations (and sub-formations)

are different vegetation types and classes defined by Keith D. 2004 in: "Ocean Shores to Desert Dunes" published by DEC.

References and other Reading

- Alexander, M.E.** (1982) "Calculating and Interpreting Forest Fire Intensities." *Can. J. Bot.* 60:349-357.
- AUSLIG** (1990) "Atlas of Australian Resources, Third Series, Volume 6, Vegetation". Commonwealth of Australia
- Australia ICOMOS** (2004) Illustrated Burra Charter.
- Australian Building Codes Board** (2006) "Building Code of Australia". Commonwealth of Australia
- Byram, G.M.** (1959). Combustion of Forest Fuels in: "Forest Fire Control and Use" (Ed. Davis, K.P.) McGraw-Hill, New York.
- Catchpole, W.R., Bradstock, R.A., Choate, J., Fogarty, L.G., Gellie, N., McCarthy, G.J., McCaw, W.L., Marsden-Smedley, J.B. and Pearce, G.** (1998) Co-operative Development of Equations for Heathland Fire Behaviour. In 'Proc. 3rd Int. Conference. Forest Research and 14th Conf. on Fire and Forest Meteorology'. (Ed. Viegas, D.X.) Luso, Coimbra, Portugal, 631-645.
- Cheney P. and Sullivan A.** (undated) "Comment on Risk Analysis Process for NSW". CSIRO Forest and Forest Products Division.
- CSIRO** (2000) "Review of Current Methodology of Assessment of Bush fire Hazard and the Prescription of Appropriate Separation Distances and Building Standards. The Development of a Robust Model to Achieve this for Different Vegetation Types". Client Report 901, CSIRO Forestry & Forest Products Division Bush fire Behaviour and Management Team, ACT.
- CSIRO** (2005) "Review of Methodology for prescribing separation distances between structures and vegetation." Client Report No. 1537, CSIRO Forestry and Forest Products Division, Feb. 2005.
- Department of Planning, NSW** (1989) "Circular C10: Planning in Fire Prone Areas." (Departmental circular)
- Douglas, G.B. and Ellis, P.** (2001) "Integrating Land Use Planning and Construction Standards for Protection of Bush Fires in NSW - a Model". Bushfire 2001, Christchurch, New Zealand.
- Douglas, G.B. and Tan, Z.** (2005) Integrating Site Assessment and Performance Planning Outcomes for Bushfire Prone Areas at "Planning for Natural Hazards - How we can Mitigate the Impacts?" Symposium, University of Wollongong, 2-5 February 2005. Wollongong.
- Douglas G.B., Tan Z. and Midgley S.** (2006) A Verification Method for Evaluating Alternative Building Solutions in Bushfire-Prone Areas. at International Fire Safety Engineering Conference 2006, Gold Coast, 23 May 2006.
- Energy Australia** (2002) "Vegetation Safety Clearances" (NS179).
- Forestry Commission of NSW** (1991) Control Burning in Eucalypt Forests, Metric Conversion of McArthur Leaflet 80, Sydney.
- Gill, A.M. et al.** (ed) (1981) "Fire and the Australian Biota" Australian Academy of Science, Canberra.
- Good R.** (1994) "Fuel Dynamics, Preplan and Future Research Needs". Pers. Communication.
- Haddad, S.G.** (1982) "A Systematic Approach to Risk Assessment for Major Plants", CHEMECA '82, University of Sydney, NSW.
- Healey et al** (ed) (1985) "The Economics of Bush fires: The South Australian Experience" Oxford University Press Melbourne.
- Keith D.** (2004) "Ocean Shores to Desert Dunes", Department of Environment and Conservation, Sydney.
- Leicester, R.H.** (1987) "Building Technology to Resist Fire, Flood and Drought." Operations January 21, 1987, The Fireman, Oakleigh
- Luke R.H. and McArthur, A.G.** (1978) "Bush Fires in Australia" Australian Government Publishing Service, Canberra.
- Noble, I.R., Bary, G.A.V. and Gill, A.M.** (1980) McArthur's fire-danger meters expressed as equations. *Aust. J. Ecology* 5:201-203.
- Ramsay, G and Rudolph, L** (2003) "Landscape and Building Design for Bush fire Areas". CSIRO Publishing, Collingwood.
- Ramsay G.C. and Dawkins D.** (eds), (1993) "Building in bush fire prone areas - Information and advice", Standards Australia (SAA HB 36-1993).
- Rural Fire Service NSW** (2005) "Standards for Asset Protection Zones"
- Specht, R.L.** (1972) Chapter 2 - Vegetation in Leeper, G.W. (Ed) "The Australian Environment, 4th Edition. CSIRO and Melbourne University Press, Melbourne.
- Standards Australia**, (1993) "AS 1530.2, Methods for fire test on building materials, components and structures - Test for flammability of materials".
- Standards Australia**, (1997) "AS 4083, Planning for Emergencies - Health Care Facilities".
- Standards Australia**, (1999) "AS 3959, Construction of buildings in bushfire prone areas".
- Standards Australia**, (2002) "AS/NZS 1596 The Storage and Handling of LP Gas"
- Standards Australia**, (2002) "AS/NZS 2890.2 Parking facilities - Off-street commercial vehicle facilities".
- Standards Australia**, (2002) "AS 3745, Emergency control organization and procedures for buildings, structures and work places."
- Standards Australia**, (2005) "AS 2419.1 - 2005 Fire hydrant installations - System design, installation and commissioning"
- Watson P.** (2005) Chapter 9 Fuel Accumulation in "Fire Frequencies for Western Sydney's Woodlands: Indications from Vegetation Dynamics". Doctor of Philosophy, University of Western Sydney.
- Webster, J.K.** (1986) "The Complete Australian Bushfire Book." Nelson. Vic.
- Wilson A.A.G.** (1984) "Assessing the Bushfire Hazard of Houses: A Quantitative Approach". Rural Fire Research Centre, Vic.
- Wilson, A.A.G. and Ferguson I.S.** (1984) "Australian Forestry", pp230-236. "Fight or Flee? - A Case Study of the Mount Macedon bushfire"



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 221/1239804

SEARCH DATE	TIME	EDITION NO	DATE
17/5/2019	10:40 AM	2	30/4/2019

LAND

LOT 221 IN DEPOSITED PLAN 1239804
AT MAITLAND VALE
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MIDDLEHOPE COUNTY OF DURHAM
TITLE DIAGRAM DP1239804

FIRST SCHEDULE

GRANGE ESTATES (NSW) PTY LIMITED

SECOND SCHEDULE (19 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 (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 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
- 5 AK930924 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 6 AM147036 MORTGAGE TO GREATER BANK LIMITED
- 7 DP1234656 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 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
- 9 DP1234656 EASEMENT TO DRAIN WATER 5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1234656 RIGHT OF FOOTWAY 5 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1234656 RIGHT OF FOOTWAY 5 METRE(S) WIDE AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1234656 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1234656 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 221/1239804

PAGE 2

SECOND SCHEDULE (19 NOTIFICATIONS) (CONTINUED)

- NUMBERED (18) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1239804 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1239804 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 16 DP1239804 POSITIVE COVENANT
- 17 DP1252626 RIGHT OF CARRIAGEWAY 17 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN DP1252626
- 18 DP1252626 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN DP1252626
- 19 DP1252626 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN DP1252626

NOTATIONS

UNREGISTERED DEALINGS: PP DP1249868.

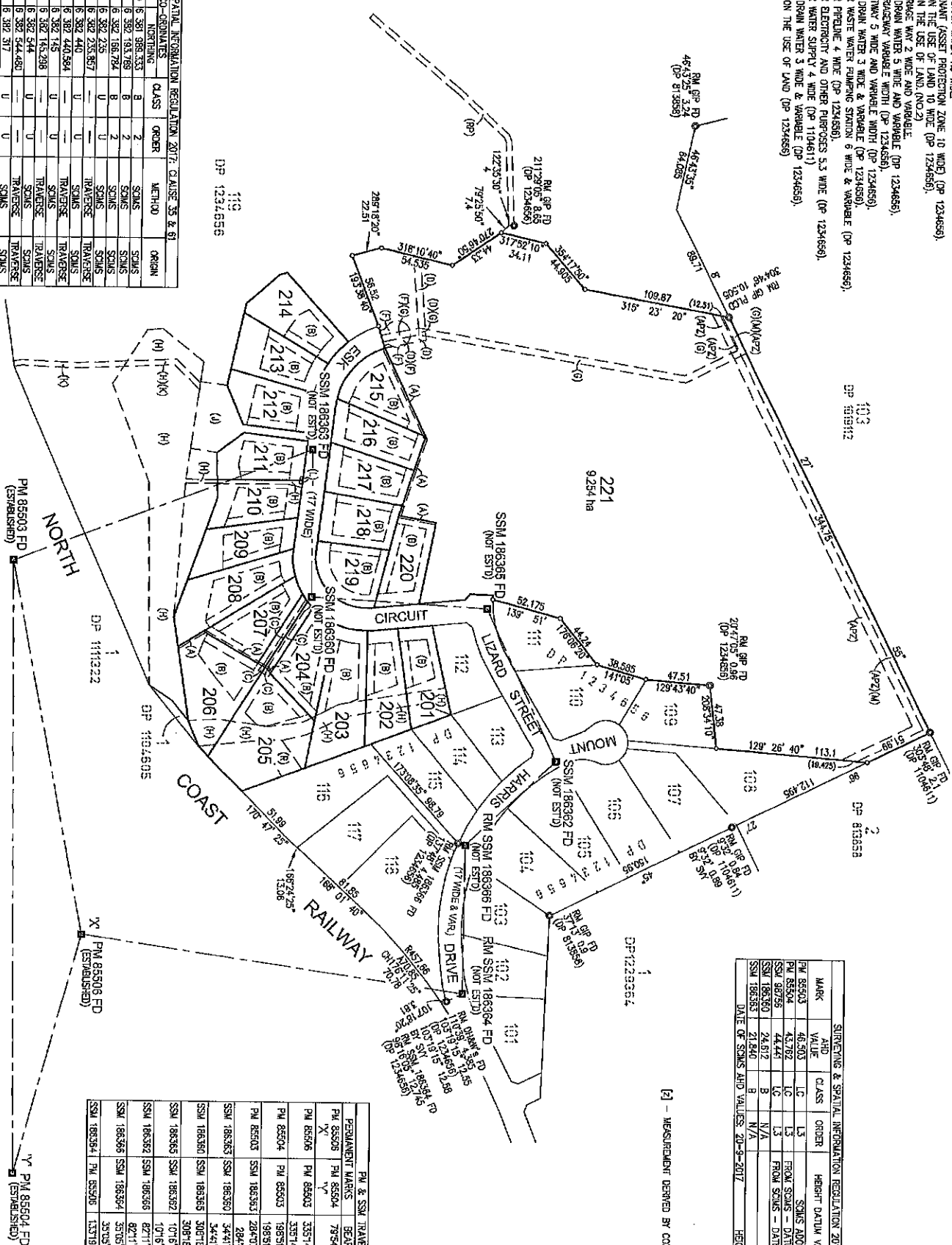
*** END OF SEARCH ***

37722

PRINTED ON 17/5/2019

* 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.

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE.
- (A2) POSITIVE COVENANT (ASSET PROTECTION ZONE 10 WIDE) (DP 1234656).
- (B) RESTRICTION ON THE USE OF LAND 10 WIDE (DP 1234656).
- (C) RESTRICTION ON THE USE OF LAND (NO.2).
- (D) RIGHT OF CARRIAGE WAY 2 WIDE AND VARIABLE.
- (E) EASEMENT TO DRAIN WATER 5 WIDE AND VARIABLE (DP 1234656).
- (F) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 1234656).
- (G) RIGHT OF FOOTWAY 5 WIDE AND VARIABLE WIDTH (DP 1234656).
- (H) EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE (DP 1234656).
- (I) EASEMENT FOR WASTE WATER PUMPING STATION 6 WIDE & VARIABLE (DP 1234656).
- (J) EASEMENT FOR PIPELINE 4 WIDE (DP 1234656).
- (K) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.5 WIDE (DP 1234656).
- (L) EASEMENT FOR WATER SUPPLY 4 WIDE (DP 1104611).
- (M) EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE (DP 1234656).
- (N) RESTRICTION ON THE USE OF LAND (DP 1234656).



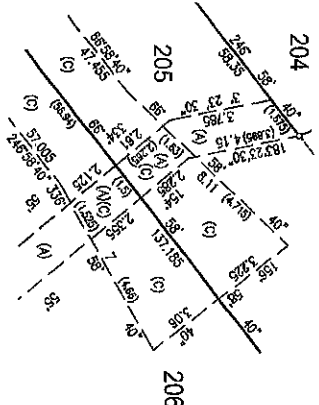
MARK	ABD	CLASS	ORDER	HEIGHT DATUM	VALUATION	STATUS
PM 85503	46.503	LC	L3	SCMS ADOPTED		FOUND
PM 85504	43.792	LC	L3	FROM SCMS - DATUM VALIDATION		FOUND
SSM 186366	44.441	LC	L3	FROM SCMS - DATUM VALIDATION		FOUND
SSM 186367	24.012	B	N/A			FOUND
SSM 186368	21.840	B	N/A			FOUND

[2] - MEASUREMENT DERIVED BY CORRS RTK GNSS OBSERVATIONS

PERMANENT MARKS	BEARING	DISTANCE
PM 85508	79°54'18"	154.086 SYR [2]
PM 85506	335°14'59"	154.089 MGA (NO)
PM 85504	335°14'43"	154.444 SYR [2]
PM 85503	198°51'36"	216.104 SYR [2]
PM 85502	198°51'33"	216.103 MGA (NO)
PM 85501	284°07'	639.429 SYR [2]
SSM 186365	344°13'57"	110.169 SYR
SSM 186364	306°18'46"	131.333 SYR
SSM 186363	107°6'38"	128.356 SYR
SSM 186362	82°11'04"	92.474 SYR
SSM 186361	82°11'05"	92.495 DP 1234656
SSM 186360	357°05'36"	111.635 SYR
SSM 186359	357°05'35"	111.635 DP 1234656
SSM 186358	133°19'46"	150.533 SYR [2]

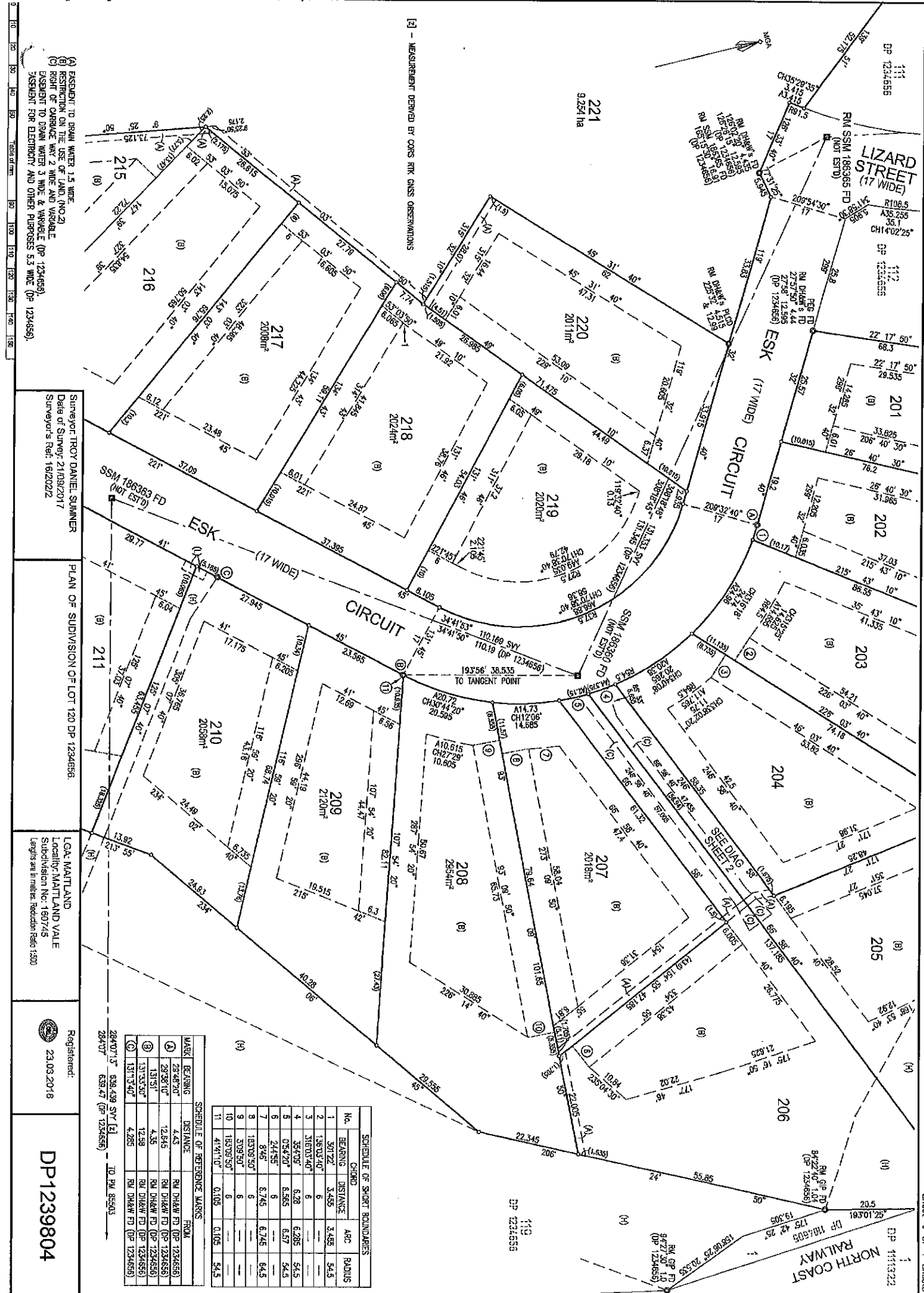
MARK	CLASS	ORDER	METHOD	ORIGIN
PM 85503	LC	L3	SCMS	SCMS
PM 85504	LC	L3	SCMS	SCMS
SSM 186366	LC	L3	SCMS	SCMS
SSM 186367	LC	L3	SCMS	SCMS
SSM 186368	LC	L3	SCMS	SCMS
SSM 186369	LC	L3	SCMS	SCMS
SSM 186370	LC	L3	SCMS	SCMS
SSM 186371	LC	L3	SCMS	SCMS
SSM 186372	LC	L3	SCMS	SCMS
SSM 186373	LC	L3	SCMS	SCMS
SSM 186374	LC	L3	SCMS	SCMS
SSM 186375	LC	L3	SCMS	SCMS
SSM 186376	LC	L3	SCMS	SCMS
SSM 186377	LC	L3	SCMS	SCMS
SSM 186378	LC	L3	SCMS	SCMS
SSM 186379	LC	L3	SCMS	SCMS
SSM 186380	LC	L3	SCMS	SCMS
SSM 186381	LC	L3	SCMS	SCMS
SSM 186382	LC	L3	SCMS	SCMS
SSM 186383	LC	L3	SCMS	SCMS
SSM 186384	LC	L3	SCMS	SCMS
SSM 186385	LC	L3	SCMS	SCMS
SSM 186386	LC	L3	SCMS	SCMS
SSM 186387	LC	L3	SCMS	SCMS
SSM 186388	LC	L3	SCMS	SCMS
SSM 186389	LC	L3	SCMS	SCMS
SSM 186390	LC	L3	SCMS	SCMS
SSM 186391	LC	L3	SCMS	SCMS
SSM 186392	LC	L3	SCMS	SCMS
SSM 186393	LC	L3	SCMS	SCMS
SSM 186394	LC	L3	SCMS	SCMS
SSM 186395	LC	L3	SCMS	SCMS
SSM 186396	LC	L3	SCMS	SCMS
SSM 186397	LC	L3	SCMS	SCMS
SSM 186398	LC	L3	SCMS	SCMS
SSM 186399	LC	L3	SCMS	SCMS
SSM 186400	LC	L3	SCMS	SCMS

Surveyor: TROY DANIEL SUMNER
 Date of Survey: 21/09/2017
 Surveyor's Ref: 16/20212
 PLAN OF SUBDIVISION OF LOT 120 DP 1234656.
 LGA: MAITLAND
 Subdivision No: 160745
 Lengths are in metres. Precision Ref: 12000
 Registered: 23.03.2018
 DP1239804



DP1239804

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



[2] - MEASUREMENT DERIVED BY CORRS RTR GNS OPERATIONS

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE.
- (B) RESTRICTION ON THE USE OF LAND (NO.2)
- (C) RIGHT OF OVERAGE WAY 2 WIDE AND VARIABLE
- (D) EASEMENT TO DRAIN WATER 3 WIDE AND VARIABLE (DP 1234565).
- (E) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE (DP 1234565).

Surveyor: TROY DANIEL SUMNER
Date of Survey: 21/09/2017
Surveyor's Ref: 16/2022

PLAN OF SUBDIVISION OF LOT 120 DP 1234565.

LOCAL: MANTLAND
Subdivision No: 150745
Lengths are in metres. (Section 1400)

Registered:
23.03.2018

DP1239804

28407'3" 038.439 SY [2]
28407' 639.47 (DP 1234565) TO PW 65503

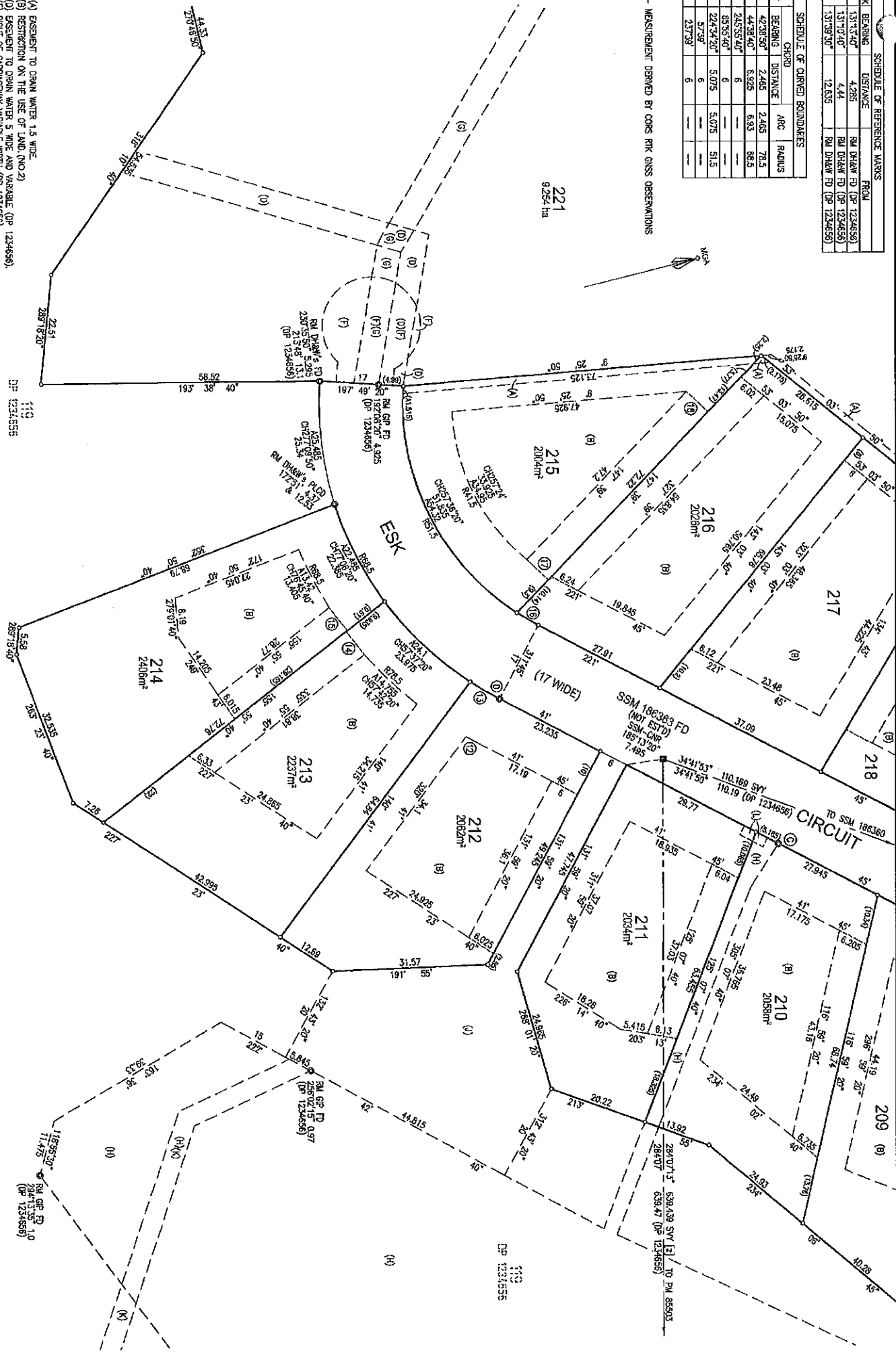
MARK	BEARING	DISTANCE	FROM
(A)	28407'3"	4.43	RM DHEW FD (DP 1234565)
(B)	28381'0"	12.545	RM DHEW FD (DP 1234565)
(C)	131'31"	4.35	RM DHEW FD (DP 1234565)
(D)	317'33'30"	12.58	RM DHEW FD (DP 1234565)
(E)	131'31'30"	4.285	RM DHEW FD (DP 1234565)

SCHEDULE OF SHORT BOUNDARIES			
No.	BEARING	DISTANCE	ARC RADIUS
1	307'22"	3.485	3.485
2	136'03'40"	6	---
3	316'03'40"	6	---
4	35'00'0"	6.28	6.285
5	054'20"	5.565	5.57
6	244'55"	6	---
7	8'45"	6.745	6.745
8	183'09'50"	6	---
9	3'09'50"	6	---
10	183'09'50"	6	---
11	414'11'0"	0.105	54.5

MARK	BEARING	DISTANCE	FROM
(C)	131°15'40"	4.235	RM DRAIN TO (DP 1234556)
(C)	131°10'40"	4.44	RM DRAIN TO (DP 1234556)
(D)	131°39'20"	12.535	RM DRAIN TO (DP 1234556)

SCHEDULE OF CURVED BOUNDARIES			
No.	CHORD	DISTANCE	RADIUS
12	42°38'20"	2.465	78.5
13	44°38'40"	5.925	88.5
14	24°55'40"	6	—
15	53°55'40"	6	—
16	22°42'20"	5.075	51.5
17	57°38'	6	—
18	23°39'	6	—

[2] - MEASUREMENT DERIVED BY CORES RMC GISS OBSERVATIONS



- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT ON THE USE OF LAND (NO.2)
- (C) EASEMENT TO DRAIN WATER 5 WIDE AND VARIABLE (DP 1234556)
- (D) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 1234556)
- (E) RIGHT OF FOOTWAY 3 WIDE AND VARIABLE WIDTH (DP 1234556)
- (F) EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE (DP 1234556)
- (G) EASEMENT FOR WASTE WATER PUMPING STATION 6 WIDE WIDE & VARIABLE (DP 1234556)
- (H) EASEMENT FOR PRELIM 4 WIDE (DP 1234556)
- (I) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.5 WIDE (DP 1234556)

DP 1234556

Surveyor: TROY DANIEL SUMNER
Date of Survey: 21/09/2017
Surveyor's Ref: 16/2022

PLAN OF SUBDIVISION OF LOT 120 DP 1234556

LGA: MATLAND
Locality: MATLAND VALE
Subdivision No: 160745
Lengths are in metres. Reduction Ratio 1:500

Registered:
23.03.2018

DP1239804