

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Meeks Real Estate 347 Main Road CARDIFF NSW 2285	phone: 02 4954 7447 email: paul@meeksrealestate.com.au ref: Paul Meeks
co-agent		
vendor	Nilesh Kumar, Jenny Salvina Kumar 47A Scenic Drive GILLIESTON HEIGHTS NSW 2321	
vendor's solicitor	Kilpatrick Hatton Solicitors PO Box 1033, Charlestown 2290	phone: 02 4920 8300 email: pkilpatrick@kilpatrickhatton.com.au ref: 32516
date for completion	35 days after the contract date	(clause 15)
land (address, plan details and title reference)	47A Scenic Drive Gillieston Heights NSW 2321 LOT 619 DEPOSITED PLAN 1175139 Folio Identifier 619/1175139	
improvements	☐ VACANT POSSESSION ☐ subject to existing tenancies ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning ☒ clothes line ☒ fixed floor coverings ☒ range hood ☒ blinds ☐ curtains ☒ insect screens ☐ solar panels ☒ built-in wardrobes ☐ dishwasher ☒ light fittings ☒ stove ☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna ☐ 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)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
Signed by Nilesh Kumar, Jen Kumar _____ Vendor _____ Vendor	Signed by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	PURCHASER (COMPANY)
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held	Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW 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 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off the plan contract ☐ 59 other document relevant to the off the plan contract Other ☐ 60
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

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

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

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

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic 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>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>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • 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>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> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a *party* serves a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
 - 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and *populate* an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
 - 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
 - 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
 - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
 - 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
 - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 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 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
 - 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 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
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 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.
 - 30.8 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.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *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 –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 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).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

47A SCENIC DR GILLRESTON HEIGHTS NSW 2557

ADDITIONAL CONDITIONS

Vendor: Nilesh Kumar and Jen Kumar

Purchaser:

Property: 47A Scenic Drive, Gillieston Heights 2321

32. Intentionally deleted

33. Amendments to the standard contract conditions

- 33.2 Clause 7.1.1 is deleted.
- 33.3 Clause 8.1.1 is amended by deleting the words "on reasonable grounds".
- 33.4 Clause 14 is hereby varied by the addition of the following sentence after the word "liable":
 - 14.1.1 The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purpose of such adjustment.
- 33.5 Clause 14.4.2 is deleted.
- 33.6 Clause 18 is hereby varied by the addition of the following clause:
 - 18.8 The Purchaser cannot make a claim or requisition or delay completion of this Contract after entering into possession of the property.
- 33.7 Clause 25.1.1 is amended by deleting the word "limited".
- 33.8 Clause 25.7 is deleted.

34. Warranty as to Agent

The Purchaser hereby indemnifies and agrees that at all times for the maximum period permitted by law to indemnify and keep indemnified the Vendor from and against any claim, commission, charge, expense, action, suit, proceedings, cost or demand of whatsoever nature by any real estate agent or employee of such real estate agent (other than the Vendor's agent named herein) who establishes that the Purchaser was introduced to the Vendor or to the property by any other agent or employee of him.

35. Deposit of less than 10%

The Vendor and the Purchaser agree that if:

- (a) The Purchaser defaults in the observance or performance of any obligation hereunder which is or the performance of which has become essential; and
- (b) The Purchaser has paid a deposit of less than ten per centum (10%) of the purchase price; and
- (c) the Vendor has terminated this Contract,

then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten per centum (10%) of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary. This clause shall not merge upon termination of this Contract.

36. Deposit payable by instalments

If a cooling off period applies to this contract, the purchaser may pay the deposit holder in 2 instalments as follows:

- (a) On or before the date of this contract 0.25% of the agreed purchase price; and

- (b) In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

37. Subject to finance

- (a) ~~With the written consent of the vendor or their representative, it is a condition of this contract that the purchaser shall obtain approval in writing of finance for the purchase of the property in accordance with this clause and The Schedule.~~
- (b) ~~The purchaser shall promptly, at the purchaser's expense:~~
- ~~i. apply for finance in accordance with The Schedule;~~
 - ~~ii. make and pursue the finance application, pay all fees, supply all particulars, certificates and valuations, and do all other things as may reasonably be required for the purpose of the application;~~
 - ~~iii. inform the vendor regarding the progress of the finance application whenever reasonably requested to do so by or on behalf of the vendor;~~
 - ~~iv. notify the vendor in writing after receipt of written approval or refusal from the Lender.~~
- (c) ~~This clause is for the benefit of the purchaser who may, prior to rescission of this agreement, waive the benefit thereof.~~
- (d) ~~If without default on the part of the purchaser the finance approval in writing has not been obtained within the time limited in The Schedule, either party shall be entitled by notice served upon the other to rescind this agreement, provided that if the purchaser has obtained the finance approval in writing prior to service of such notice of rescission by either party, neither party shall thereafter be entitled to rescind this agreement for want of such approval.~~
- (e) ~~Upon rescission pursuant to this Clause the provisions of Clause 19 shall apply.~~
- ~~i. In the event of a rescission under the terms of this clause, the purchaser shall forfeit to the vendor the sum equivalent to 0.25% of the purchase price being an estimate of the vendor's costs associated with the preparation of the contract and other expenses associated.~~
 - ~~ii. In order for the purchaser to rescind this Contract pursuant provision (d) above, the notice of rescission must be received by the Vendor's solicitor no later than 5.00pm on the last day the purchaser has to obtain finance approval as determined by item 3 in the Schedule below.~~

THE SCHEDULE

- ~~1. Lender:~~
- ~~2. Amount of Loan:~~
- ~~3. Number of (calendar) days after making this agreement for obtaining written approval of finance: ten (10) calendar days~~

38. Release of deposit

~~The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as they shall require for the purpose of settlement, a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.~~

39. Warranty by Purchaser

The Purchaser warrants to the vendor:

- (a) The purchaser is not an undischarged bankrupt and has not committed any act of bankruptcy;

- (b) The Purchaser does not require the approval or consent of the Foreign Investment Review Board to purchase the property;
- (c) The Purchaser is over the age of 18 years.

The Purchaser acknowledges that the Vendor relies on this warranty in entering into this Contract and the Purchaser will indemnify and keep indemnified the Vendor against any loss, expense, fine, damage, penalty and/or liability arising out of or as a consequence of a breach of this warranty by the Purchaser. This indemnity will not merge on completion.

40. Mine Subsidence Board

The Purchaser may rescind this Contract if the owner of the improvements on the land is not entitled, as at the date of this Contract, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purposes of this condition.

41. Purchaser acknowledgements

The Purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations or dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connection in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land;
- (f) With the items specified as "inclusions" on the front page of this Contract that are not new;
- (g) Without any representation or warranty from or on behalf of the Vendor as to the state of repair or condition of any inclusions, the Vendor will not be responsible for any mechanical breakdown in respect of any such items;
- (h) Subject to the state of repair and condition of any inclusions as at the date of exchange subject to a reasonable wear and tear between the date hereof and the date on which the Purchaser is entitled to take possession of the property; and
- (i) Subject to title of the inclusions being passed on completion of this Contract and the Vendor shall not be required to give formal delivery in respect thereof.

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

42. Representations and warranties negated

Subject to the provisions of Section 52A of the Conveyancing Act, 1919, the Purchaser warrants that, unless otherwise stated in this Contract, the Purchaser has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on behalf of the Vendor including without limitation, any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the property or any financial return or income to be derived from the Property and the terms and conditions set out in this Contract contain the entire agreement in relation to the property as concluded between the parties.

The Purchaser further acknowledges that the Purchaser has not been induced to enter into this Contract by any representation, whether verbal or otherwise made by or on behalf of the Vendor which is not set out in the Contract.

43. Covenants

Notwithstanding anything in this Contract to the contrary, the Purchaser agrees not to raise any requisition or objection or make any claim for compensation or rescind or terminate this Contract in breach of any covenant relating to the property. The Purchaser is satisfied as to the terms of the covenants and has inspected the property as is satisfied as to the compliance or non-compliance with such covenants and accepts any such non-compliance. Covenant in this clause excludes any restrictive covenant.

44. Claims by the Purchaser

Notwithstanding the provisions of Clauses 5, 6 and 7 hereof the parties expressly agree that any claim (whether for compensation or not) shall be deemed to be an objection or requisition for the purpose of Clause 7 and 8 hereto entitling the Vendor to rescind this Contract.

45. Late completion

In the event that completion of this Contract shall not take place within the time allowed for completion in Clause 15 hereof, other than due to any act or omission on the part of the Vendor, the Purchaser hereby acknowledges and agrees that the Vendor is entitled to recover from the Purchaser as liquidated damages on completion of this Contract:

- (a) Interest on the balance of the purchase price payable hereunder at the rate of ten per centum (10%) per annum for the period between the expiration of the time allowed for completion pursuant to Clause 15 hereof and the actual date of completion, with such interest being calculated on a daily basis and added to the balance payable on completion;
- (b) The sum of Three Hundred and Thirty Dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses allowed by the Purchaser as an additional adjustment on completion;
- (c) The Parties agree that payment of such sums is made on account of damages and that the Vendor shall not be required to complete this Contract unless the said sums are paid on completion;
- (d) The Vendor's rights pursuant to this clause do not limit any other rights the Vendor may have against the Purchaser as a result of the Purchaser's failure to complete this Contract in accordance with the provisions of this Contract.

46. Notice to complete

- (a) It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose;
- (b) Further, in the circumstances justifying the issue of a Notice to Complete by the Vendor, then the Purchaser shall be liable for the sum of three hundred & thirty dollars (\$330.00) as the agreed reasonable legal expenses incurred by the Vendor as a result of having to issue such Notice to Complete.
- (c) The Purchaser's obligation to pay the sum referred to in clause 42(b) hereof is an essential term of this contract and shall in no way affect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of Contract.
- (d) The party serving the Notice to Complete may:
 - i. At any time, withdraw the Notice to Complete by further notice to the party in default; and
 - ii. At its option, issue a further Notice to Complete.

47. Swimming pool

If a swimming pool forms part of the property:

- (a) The Vendor does not warrant that the swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 (in this clause "the Act") and the regulations prescribed under the Act;
- (b) After completion the Purchaser must comply with the requirements of the Act; and
- (c) The Purchaser cannot make claim, objection or requisition or rescind or terminate in respect of the swimming pool and any non-compliance with the Act and Regulations prescribed under the Act.

48. Survey

Where a Surveyor's Report (or copy thereof) is annexed to the Contract:

- (a) The Vendor does not warrant the accuracy or completeness of the Report; and
- (b) The purchaser will take title subject to and will not make any objection, requisition or claim for compensation or claim any right to rescind or terminate in respect of the matters disclosed or referred to in such Report.

49. Qualified and limited title

- (a) If applicable, the property the subject of this Contract for Sale shall be deemed to be held by the Vendor pursuant to the provisions of the Real Property Act, 1900 and the Purchaser shall not be entitled to make any requisition, claim for compensation or objection with regard to the said Qualified Certificate of Title and the Vendor shall not be called upon to, nor shall the Vendor be obliged to, provide any Old System Title Abstracts of Title or Chronological Index of Title or Old System Title Search Papers and the Vendor shall be entitled to treat the subject property as not being Qualified Title pursuant to part IVA of the Real Property Act, 1900 and the Purchaser shall accept the title to the subject property as being wholly pursuant to the provisions of the Real Property Act, 1900.
- (b) If applicable, notwithstanding any other provision in this Contract for Sale the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the notation of Limited Title on the subject property.

50. Sewer Diagram

- (a) The Vendor and the Purchaser acknowledges that in the event the property is connected to a sewer main service provided by the Hunter Water Corporation then the attached sewer main diagram is the only diagram available from the Hunter Water Corporation in the ordinary course of administration.
- (b) The Purchaser shall not be entitled to make any objection, requisition or claim for compensation or rescind or terminate this Contract in respect of the matter disclosed.

51. Death/mental incapacity

If at any time prior to completion the Vendor or Purchaser (or any of them) dies or becomes mentally ill or, being a company is wound up or go into liquidation, then either party may at any time thereafter rescind this Contract by notice in writing served on the other party.

52. Guarantee and indemnity if the Purchaser is a Company

- (a) If the Purchaser of the property is a Company, the Offices or persons who sign this contract on behalf of the Company or who attest the seal of the Company on this Contract:
 - i. Jointly and separately guarantee all obligations of the Purchaser under this Contract including the payment of the purchase price; and

- ii. Jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this Contract.
- (b) This guarantee and indemnity is given by each guarantor as principal and not discharged or released by any release or variation of this Contract between the Vendor and the Purchaser.

53. ~~Tenancy~~

~~If a tenant is in occupation of the property and if page one (1) of this Contract provides for the Vendor to give Vacant Possession of the property on completion of this contract, then the following provisions shall apply:~~

- ~~(a) Completion of this contract is conditional upon the Vendor obtaining Vacant Possession of the property from the tenant. The Vendor will forthwith serve a notice on the tenant and will pursue that notice and the obtaining of Vacant Possession.~~
- ~~(b) Neither party will be entitled to service Notice to Complete on the other party until Vacant Possession by the tenant is available to the Vendor.~~

54. Intentionally deleted

55. Intentionally deleted

56. Requisitions

- (a) The Purchaser agrees that the only form of general Requisitions in Title the Purchaser may make pursuant to clause 5.1 shall be in the form of Requisitions on Title annexed hereto.
- (b) The Purchaser acknowledges that these Requisitions on Title are deemed to have been served on the date of this contract.
- (c) The Purchaser is not entitled to make any requisitions (other than those annexed hereto) unless such requisition arises out of something served by the Vendor after the date of this Contract.

57. Conflict

If there is a conflict or inconsistency between these Additional Conditions and the printed clauses of this Contract, these Additional Conditions shall prevail to the extent of such conflict or inconsistency.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Re: Kumar Proposed Sale

Property: 47A Scenic Drive, Gillieston Heights NSW 2321

Dated: 1 October 2025

Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey & Building

12. 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.
13. 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.
14.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 15. 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?
- 16. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 17.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

- 18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 19. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 20. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 21.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
- 22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions & Transfer

- 24. 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.
- 25. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 26. The purchaser reserves the right to make further requisitions prior to completion.
- 27. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 619/1175139

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
1/10/2025	11:40 AM	3	22/9/2018

LAND

LOT 619 IN DEPOSITED PLAN 1175139
AT GILLIESTON HEIGHTS
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1175139

FIRST SCHEDULE

NILESH KUMAR
JENNY SALVINA KUMAR
AS JOINT TENANTS (T AI87737)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A572301 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
- 3 DP1175139 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1175139 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1175139 RESTRICTION(S) ON THE USE OF LAND
- 6 DP1175139 EASEMENT FOR RETAINING WALL 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1175139 EASEMENT FOR RETAINING WALL 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 AI87738 MORTGAGE TO SUNCORP-METWAY LIMITED
- 9 DP1205264 EASEMENT FOR RETAINING WALL 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

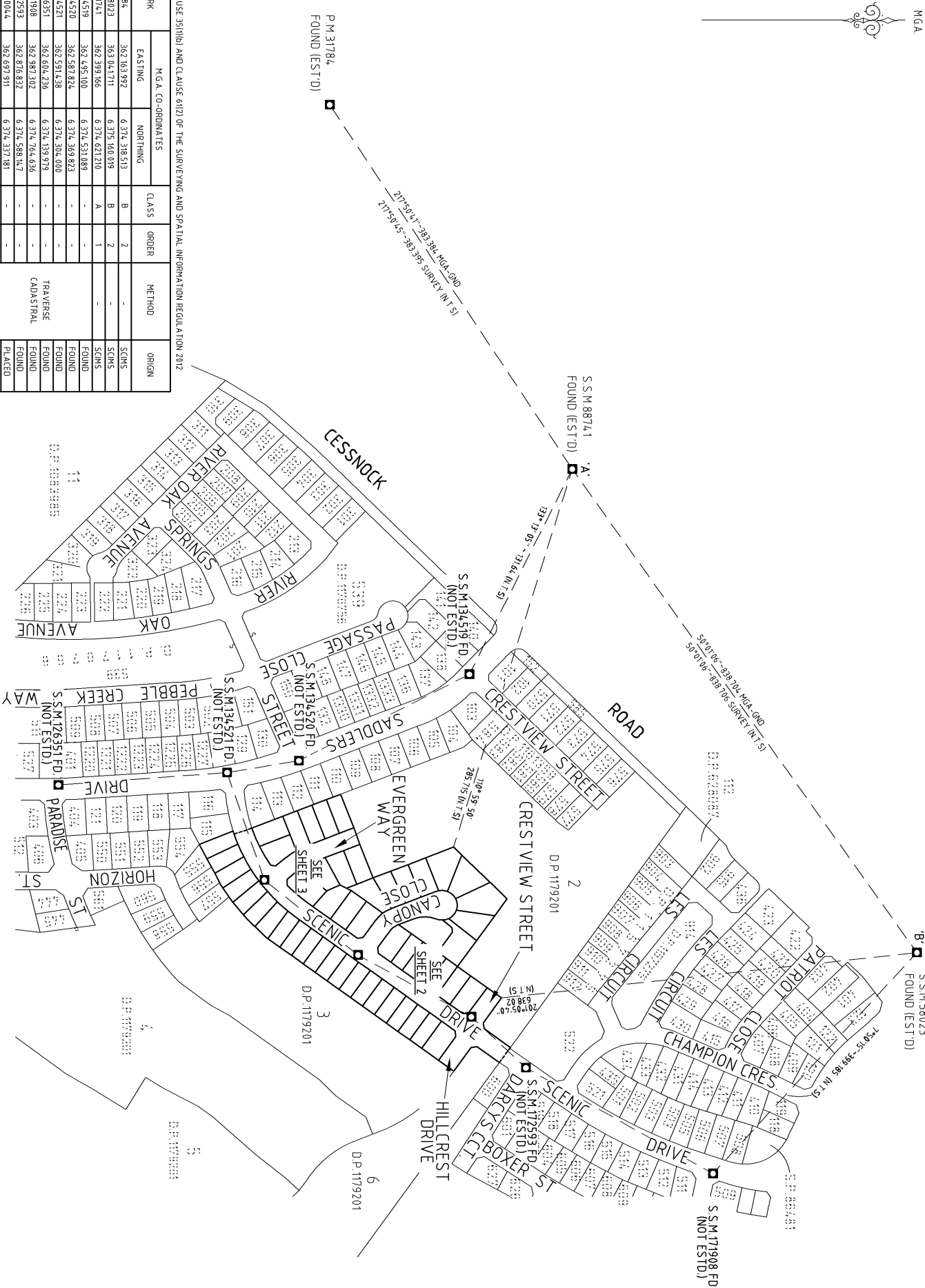
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

32516...

PRINTED ON 1/10/2025



CLAUSE 59(1)(a) AND CLAUSE 61(2) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012					
MARK	M.G.A. CO-ORDINATES		CLASS	ORDER	METHOD
	EASTING	NORTHING			
P.M. 31784	362 163 992	6 374 318 513	B	2	-
S.S.M. 58023	363 041 711	6 375 160 079	B	2	-
S.S.M. 8874.1	362 399 166	6 374 621 210	A	1	-
S.S.M. 134519	362 495 100	6 374 531 089	-	-	-
S.S.M. 134520	362 587 824	6 374 369 823	-	-	-
S.S.M. 134521	362 591 438	6 374 304 000	-	-	-
S.S.M. 126351	362 604 236	6 374 139 979	-	-	-
S.S.M. 171908	362 987 302	6 374 764 636	-	-	-
S.S.M. 172593	362 876 832	6 374 588 147	-	-	-
S.S.M. 160044	362 687 911	6 374 337 181	-	-	-
S.S.M. 160045	362 771 051	6 374 426 284	-	-	-
S.S.M. 160046	362 831 434	6 374 535 257	-	-	-
M.G.A. CO-ORDINATES ADOPTED FROM SCIMS AS AT COMBINED SEA LEVEL & SCALE FACTOR = 0.999826 ZONE 56					
					ORIGIN
					PLACED

Surveyor:
Date of Survey:
Surveyor's Ref:

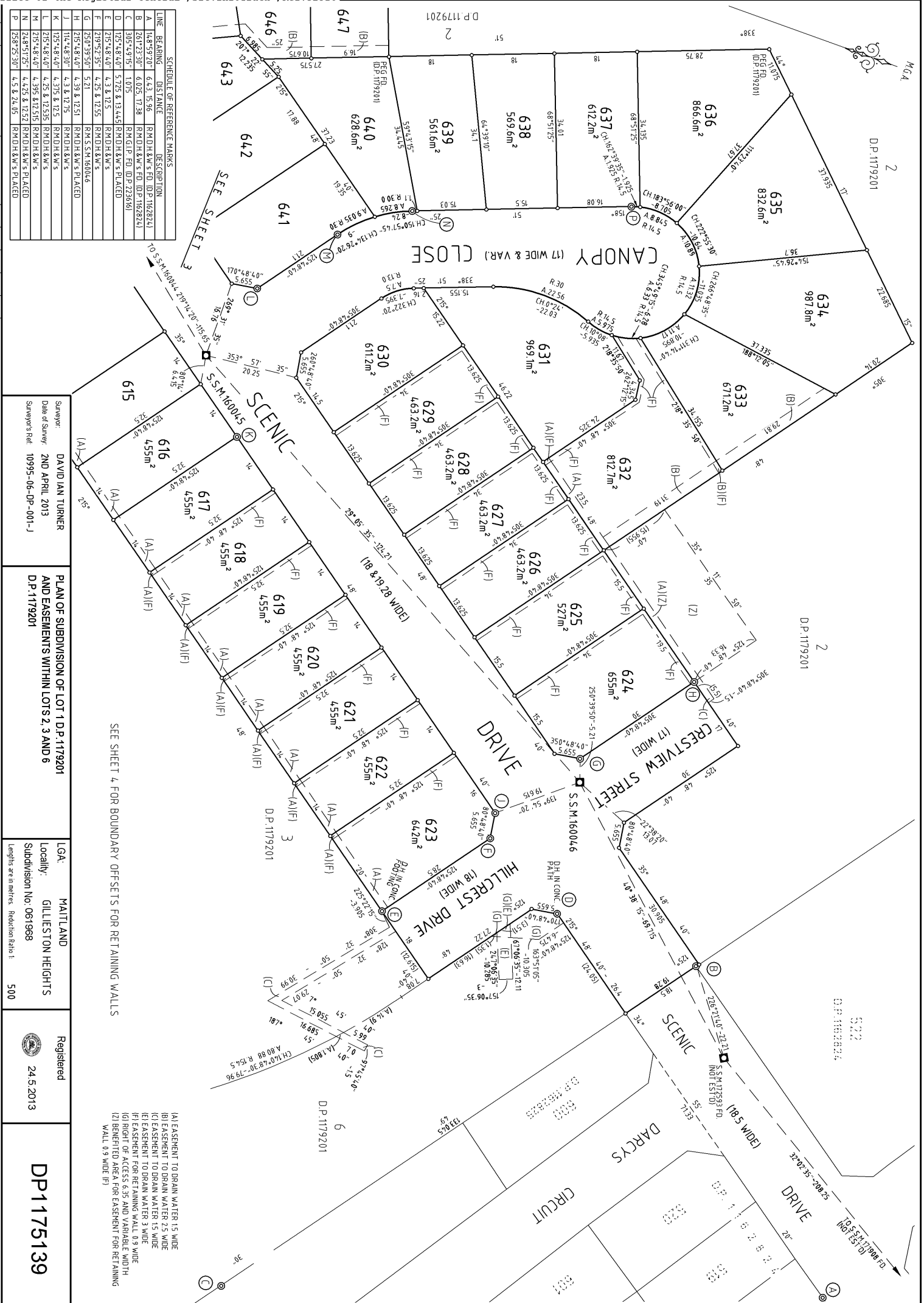
DAVID IAN TURNER
2ND APRIL 2013
10995-06-DP-001-J

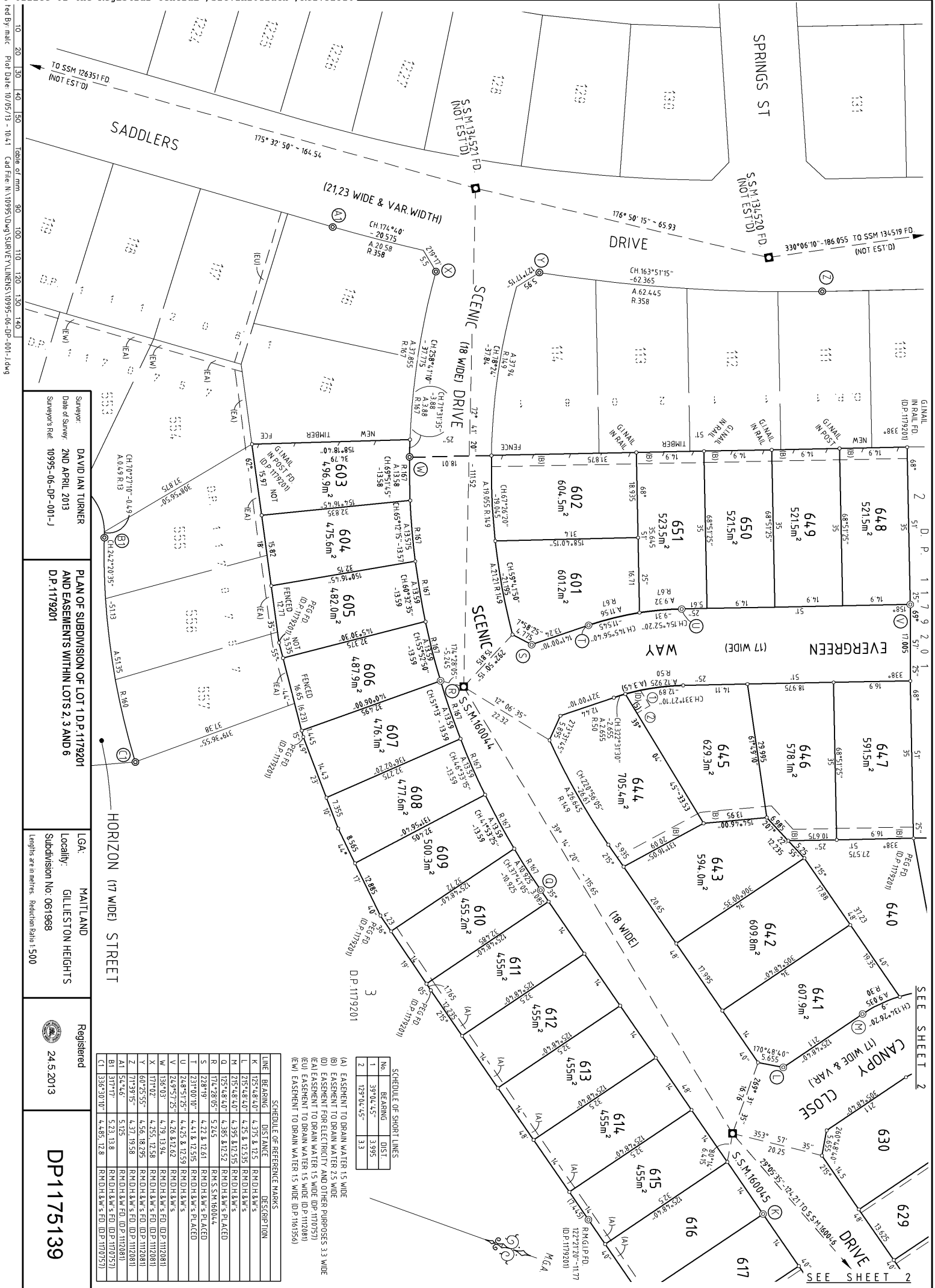
PLAN OF SUBDIVISION OF LOT 1 D.P. 1179201
AND EASEMENTS WITHIN LOTS 2, 3 AND 6
D.P. 1179201

LG: MAITLAND
Locality: GILLESTON HEIGHTS
Subdivision No: 061989

Registered
24.5.2013

DP1175139





No.	BEARING	DIST.
1	39°04'45"	3.995
2	129°04'45"	3.3

(A) EASEMENT TO DRAIN WATER 15 WIDE
 (B) EASEMENT TO DRAIN WATER 23 WIDE
 (C) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE
 (D) EASEMENT TO DRAIN WATER 15 WIDE (DP 1170757)
 (E) EASEMENT TO DRAIN WATER 15 WIDE (DP 1170757)
 (F) EASEMENT TO DRAIN WATER 15 WIDE (DP 1170757)

LINE	BEARING	DISTANCE	DESCRIPTION
K	125°48'40"	4.375 & 12.5	RMDH & W's
L	215°48'40"	4.25 & 12.595	RMDH & W's
M	215°48'40"	4.395 & 12.515	RMDH & W's
N	125°48'40"	4.385 & 12.515	RMDH & W's PLACED
O	174°28'05"	5.245	RMS S.M.16004.4
P	174°28'05"	4.22 & 12.61	RMDH & W's PLACED
Q	231°00'00"	4.41 & 12.59	RMDH & W's PLACED
R	124°51'25"	4.25 & 12.59	RMDH & W's
S	124°51'25"	4.26 & 12.62	RMDH & W's
T	174°02'	4.255 & 12.58	RMDH & W's FD (DP 1170281)
U	67°25'55"	4.56 & 18.295	RMDH & W's FD (DP 1170281)
V	173°31'55"	4.37 & 19.58	RMDH & W's FD (DP 1170281)
W	152°46'	5.125	RMDH & W's FD (DP 1170281)
X	317°47'	5.23 & 13.8	RMDH & W's FD (DP 1170281)
Y	336°30'00"	4.485 & 12.8	RMDH & W's FD (DP 1170281)

DAVID IAN TURNER
 Date of Survey: 2ND APRIL 2013
 Surveyor's Ref: 10995-06-DP-001-J

PLAN OF SUBDIVISION OF LOT 1 D.P. 1179201
 AND EASEMENTS WITHIN LOTS 2, 3 AND 6
 D.P. 1179201

LGA: MATLAND
 Locality: GILLIESTON HEIGHTS
 Subdivision No: 061966

Registered
 24.5.2013

DP1175139

BOUNDARY OFFSETS FOR RETAINING WALLS

ALL RETAINING WALL BOUNDARY OFFSETS ARE FROM FACE OF CONCRETE SLEEPERS

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT TO DRAIN WATER 2.5 WIDE
- (C) EASEMENT TO DRAIN WATER 1.5 WIDE
- (E) EASEMENT TO DRAIN WATER 3 WIDE
- (F) EASEMENT FOR RETAINING WALL 0.9 WIDE
- (G) RIGHT OF ACCESS 6.35 AND VARIABLE WIDTH
- (Z) BENEFITED AREA FOR EASEMENT FOR RETAINING WALL 0.9 WIDE (F)

MGA

DRIVE

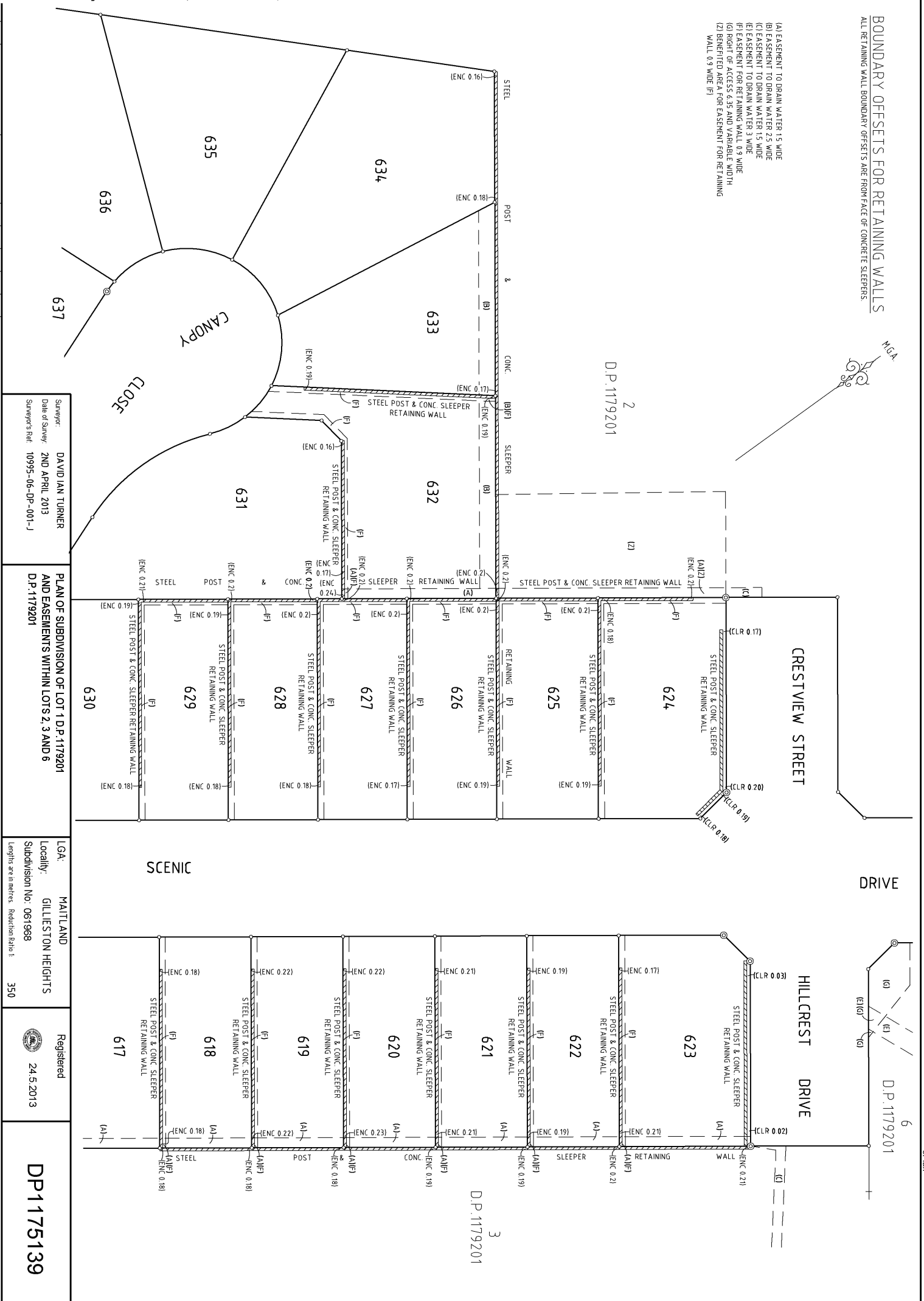
D.P. 1179201

aplan

Sheet 4 of 4 sheets

D.P. 1179201

D.P. 1179201



Surveyor: DAVID IAN TURNER
Date of Survey: 2ND APRIL 2013
Surveyor's Ref: 10995-06-DP-001-J

PLAN OF SUBDIVISION OF LOT 1 D.P. 1179201
AND EASEMENTS WITHIN LOTS 2, 3 AND 6
D.P. 1179201

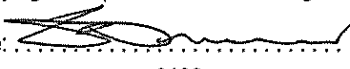
LGA: MATTLAND
Locality: GILLESTON HEIGHTS
Subdivision No: 061968
Lengths are in metres. Reduction Ratio 1

Registered
24.5.2013

DP1175139

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 1 OF 4 SHEET(S)

Registered:  24.5.2013 Office Use Only Title System: TORRENS Purpose: SUBDIVISION	Office Use Only D.P.1175139
PLAN OF SUBDIVISION OF LOT 1 D.P.1179201 AND EASEMENTS WITHIN LOTS 2, 3 AND 6 D.P.1179201	LGA: MAITLAND Locality: GILLIESTON HEIGHTS Parish: MAITLAND County: NORTHUMBERLAND
Crown Lands NSW/Western Lands Office Approval I (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature:..... Date:..... File Number:..... Office:.....	Survey Certificate I, DAVID IAN TURNER of ADW JOHNSON PTY LIMITED 7/335 HILLSBOROUGH ROAD, WARNERS BAY, NSW 2282 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on ..2ND.APRIL.2013..... *(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>. Signature:  Dated: 3/04/2013 Surveyor ID:2122..... Datum Line: 'A' - 'B'..... Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep-Mountainous- *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, <u>Stephen Punch</u>..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>Stephen Punch</u>..... Accreditation number: <u>DA 06 1968</u>..... Consent Authority: <u>Maitland City Council</u>..... Date of endorsement: <u>8.5.13</u>..... Subdivision Certificate number: <u>061968</u>..... File number: <u>DA 06 1968</u>..... *Strike through if inapplicable.	Plans used in the preparation of this survey / compilation D.P.628087 D.P.1112081 D.P.1138982 D.P.1157275 D.P.1161359 D.P.1170757 D.P.1179201 If space insufficient continue on PLAN FORM 6A
Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE CANOPY CLOSE, EVERGREEN WAY, HILLCREST DRIVE, CRESTVIEW STREET AND THE EXTENSION OF SCENIC DRIVE TO THE PUBLIC AS PUBLIC ROAD.	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A Surveyor's Reference: 10995-06-DP-001-J

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 2 OF 4 SHEET(S)

Registered:



24.5.2013

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1 D.P.1179201
AND EASEMENTS WITHIN LOTS 2, 3 AND 6
D.P.1179201

D.P.1175139

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

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

Subdivision Certificate No: 061968

Date of Endorsement: 8.5.13

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
601	42	EVERGREEN	WAY	GILLIESTON HEIGHTS
602	60	SCENIC	DRIVE	GILLIESTON HEIGHTS
603	65	SCENIC	DRIVE	GILLIESTON HEIGHTS
604	63A	SCENIC	DRIVE	GILLIESTON HEIGHTS
605	63	SCENIC	DRIVE	GILLIESTON HEIGHTS
606	61A	SCENIC	DRIVE	GILLIESTON HEIGHTS
607	61	SCENIC	DRIVE	GILLIESTON HEIGHTS
608	59A	SCENIC	DRIVE	GILLIESTON HEIGHTS
609	59	SCENIC	DRIVE	GILLIESTON HEIGHTS
610	57A	SCENIC	DRIVE	GILLIESTON HEIGHTS
611	57	SCENIC	DRIVE	GILLIESTON HEIGHTS
612	55	SCENIC	DRIVE	GILLIESTON HEIGHTS
613	53A	SCENIC	DRIVE	GILLIESTON HEIGHTS
614	53	SCENIC	DRIVE	GILLIESTON HEIGHTS
615	51A	SCENIC	DRIVE	GILLIESTON HEIGHTS
616	51	SCENIC	DRIVE	GILLIESTON HEIGHTS
617	49A	SCENIC	DRIVE	GILLIESTON HEIGHTS
618	49	SCENIC	DRIVE	GILLIESTON HEIGHTS
619	47A	SCENIC	DRIVE	GILLIESTON HEIGHTS
620	47	SCENIC	DRIVE	GILLIESTON HEIGHTS
621	45A	SCENIC	DRIVE	GILLIESTON HEIGHTS
622	45	SCENIC	DRIVE	GILLIESTON HEIGHTS
623	2	HILLCREST	DRIVE	GILLIESTON HEIGHTS
624	38	CRESTVIEW	STREET	GILLIESTON HEIGHTS
625	38	SCENIC	DRIVE	GILLIESTON HEIGHTS
626	40	SCENIC	DRIVE	GILLIESTON HEIGHTS
627	42	SCENIC	DRIVE	GILLIESTON HEIGHTS
628	44	SCENIC	DRIVE	GILLIESTON HEIGHTS

If space insufficient use additional annexure sheet

Surveyor's Reference: 10995-06-DP-001-J

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 3 OF 4 SHEET(S)

Registered:



24.5.2013

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 1 D.P.1179201
AND EASEMENTS WITHIN LOTS 2, 3 AND 6
D.P.1179201**

D.P.1175139

Subdivision Certificate No: 061968
Date of Endorsement: 8.5.13

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

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

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
629	46	SCENIC	DRIVE	GILLIESTON HEIGHTS
630	2	CANOPY	CLOSE	GILLIESTON HEIGHTS
631	4	CANOPY	CLOSE	GILLIESTON HEIGHTS
632	6	CANOPY	CLOSE	GILLIESTON HEIGHTS
633	8	CANOPY	CLOSE	GILLIESTON HEIGHTS
634	10	CANOPY	CLOSE	GILLIESTON HEIGHTS
635	13	CANOPY	CLOSE	GILLIESTON HEIGHTS
636	11	CANOPY	CLOSE	GILLIESTON HEIGHTS
637	9	CANOPY	CLOSE	GILLIESTON HEIGHTS
638	7	CANOPY	CLOSE	GILLIESTON HEIGHTS
639	5	CANOPY	CLOSE	GILLIESTON HEIGHTS
640	3	CANOPY	CLOSE	GILLIESTON HEIGHTS
641	1	CANOPY	CLOSE	GILLIESTON HEIGHTS
642	52	SCENIC	DRIVE	GILLIESTON HEIGHTS
643	54	SCENIC	DRIVE	GILLIESTON HEIGHTS
644	31	EVERGREEN	WAY	GILLIESTON HEIGHTS
645	29	EVERGREEN	WAY	GILLIESTON HEIGHTS
646	27	EVERGREEN	WAY	GILLIESTON HEIGHTS
647	25	EVERGREEN	WAY	GILLIESTON HEIGHTS
648	34	EVERGREEN	WAY	GILLIESTON HEIGHTS
649	36	EVERGREEN	WAY	GILLIESTON HEIGHTS
650	38	EVERGREEN	WAY	GILLIESTON HEIGHTS
651	40	EVERGREEN	WAY	GILLIESTON HEIGHTS

If space insufficient use additional annexure sheet

Surveyor's Reference: 10995-06-DP-001-J

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 4 OF 4 SHEET(S)

Registered:



24.5.2013

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1 D.P.1179201
AND EASEMENTS WITHIN LOTS 2, 3 AND 6
D.P.1179201

D.P.1175139

Subdivision Certificate No: ... 061968
Date of Endorsement: ... 8.5.13

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

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

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

(A) CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT TO DRAIN WATER 2.5 WIDE (B)
3. RESTRICTION ON THE USE OF LAND
4. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (D)
5. EASEMENT TO DRAIN WATER 1.5 WIDE (C)
6. EASEMENT TO DRAIN WATER 3 WIDE (E)
7. EASEMENT FOR RETAINING WALL 0.9 WIDE (F)
8. RIGHT OF ACCESS 6.35 AND VARIABLE WIDTH (G)

(B) RELEASE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE(PARTIAL RELEASE) (DP.1112081)
2. EASEMENT TO DRAIN WATER 2.5 WIDE(PARTIAL RELEASE) (DP.1138982)
3. EASEMENT TO DRAIN WATER 1.5 WIDE(PARTIAL RELEASE) (DP.1161359)
4. EASEMENT TO DRAIN WATER 1.5 WIDE (PARTIAL RELEASE) (D.P.1170757)

Signed by:

Myself *Perrott*

as attorney(s) under registered Power of Attorney Book 4578 No. 295 for **Mirvac Homes (NSW) Pty Limited** ACN 006 922 998 in the presence of:

MATTHEW JAMES SCARD
Attorney

Benjamin Warren de Montemas
Witness

Adam Thomas Perrott
Attorney

Benjamin Warren de Montemas
Name of Witness

12/76a Balmain Rd, Leichhardt, NSW 2040
Address of Witness

SIGNED SEALED AND DELIVERED
for and on behalf of **EnergyAustralia**
by *LISA ANNE MATTEA*
Joseph Prezina
its duly constituted Attorney pursuant
to Power of Attorney registered
Book *4641* No. *639*

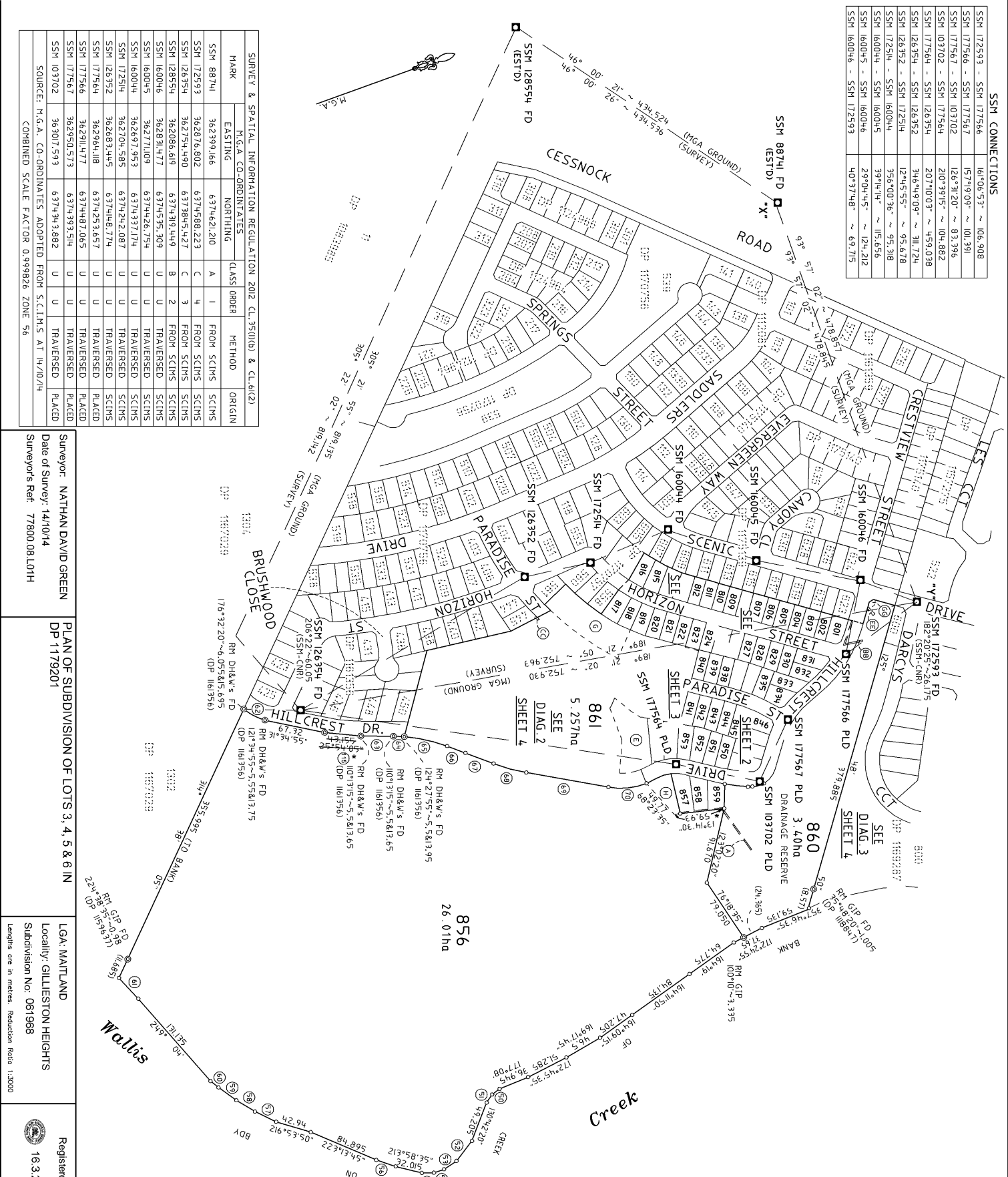
L. Prezina
Attorney
Ball
Witness

If space insufficient use additional annexure sheet

Surveyor's Reference: 10995-06-DP-001-J

SSM CONNECTIONS

SSM 172593 - SSM 177566	161°04'53" ~ 106.408
SSM 177566 - SSM 177567	157°19'09" ~ 101.391
SSM 177567 - SSM 103702	126°31'20" ~ 83.396
SSM 103702 - SSM 177564	20°39'15" ~ 104.882
SSM 177564 - SSM 126354	207°10'03" ~ 459.038
SSM 126354 - SSM 126352	346°49'09" ~ 311.724
SSM 126352 - SSM 172514	124°55'55" ~ 95.678
SSM 172514 - SSM 160045	356°00'36" ~ 95.318
SSM 160045 - SSM 160046	397°14'45" ~ 115.656
SSM 160046 - SSM 160045	297°04'45" ~ 124.212
SSM 160045 - SSM 172593	40°37'48" ~ 63.715



SURVEY & SPATIAL INFORMATION REGULATION 2002 CL.35(1)(b) & CL.4(2)				
MARK	M.G.A. CO-ORDINATES	CLASS	ORDER	METHOD
SSM 88741	362399.166	NORTHING	A	1
SSM 172593	362876.802	6374588.223	C	4
SSM 126354	362275.490	6373805.427	C	3
SSM 126354	362086.619	6373191.449	B	2
SSM 160046	362831.477	6374535.309	U	U
SSM 160045	362271.009	6374426.754	U	U
SSM 160044	362697.953	6374337.174	U	U
SSM 172514	362204.585	6374212.087	U	U
SSM 126352	362683.445	6374448.774	U	U
SSM 177564	362964.118	6374253.657	U	U
SSM 177567	362911.477	6374487.065	U	U
SSM 103702	362950.573	6374393.514	U	U
SSM 103702	363017.593	6374343.882	U	U
SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AT 14/10/14				
COMBINED SCALE FACTOR 0.999826 ZONE 56				

Surveyor: NATHAN DAVID GREEN
Date of Survey: 14/10/14
Surveyor's Ref: 77800.08.L01H

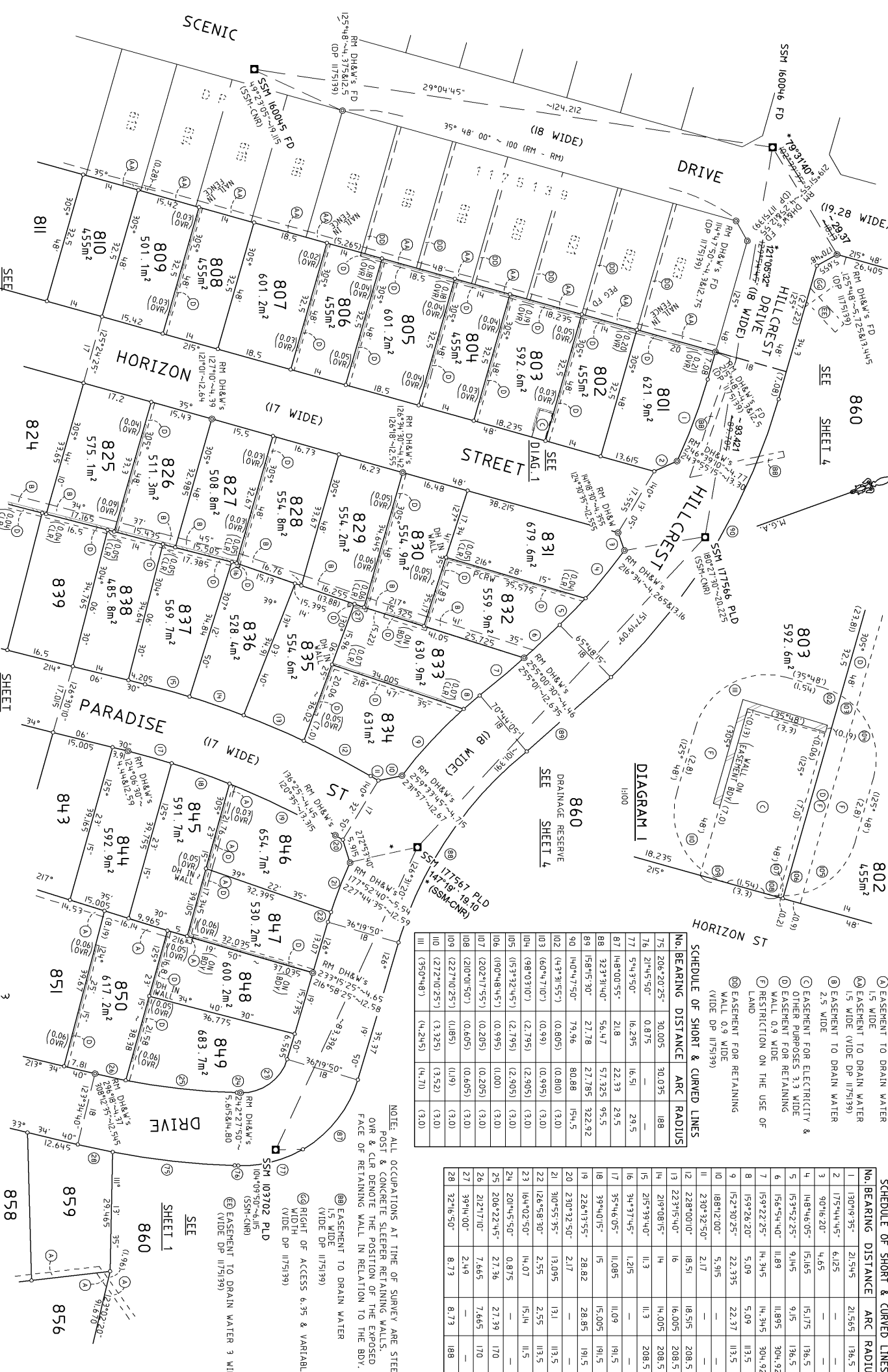
PLAN OF SUBDIVISION OF LOTS 3, 4, 5 & 6 IN
DP 1179201

LGA: WAITLAND
Locality: GILLESTON HEIGHTS
Subdivision No: 061968

Registered
16.3.2015

DP1205264

SCHEDULE OF SHORT & CURVED LINES			
No.	BEARING	DISTANCE	ARC RADIUS
50	162°19'45"	11.04	—
51	143°57'20"	11.72	—
52	147°28'55"	30.43	—
53	165°48'25"	17.855	—
54	181°19'30"	12.73	—
55	199°07'35"	14.39	—
56	218°38'10"	24.365	—
57	225°55'10"	28.095	—
58	231°25'30"	25.975	—
59	236°00'45"	26.35	—
60	238°40'30"	12.195	—
61	247°23'25"	33.82	—
62	145°51'30"	33.595	68
63	201°31'55"	38.995	—
64	(22°15'25") (12.93)	(12.935) (18.2)	—
65	32°32'35"	52.415	182
66	40°47'35"	23.28	—
67	40°49'10"	35.83	—
68	215°28'55"	40.365	218
69	201°10'10"	99.19	—
70	194°19'55"	45.575	83.5
115	25°54'05"	43.155	43.225
218	—	—	218



SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC RADIUS
75	206°20'25"	30.005	30.035
76	214°55'0"	0.875	—
77	5°43'50"	16.295	16.51
78	148°00'55"	21.8	22.33
79	158°15'30"	21.78	27.785
80	160°31'00"	56.47	57.325
81	168°15'30"	21.78	27.785
82	160°31'00"	56.47	57.325
83	168°15'30"	21.78	27.785
84	160°31'00"	56.47	57.325
85	168°15'30"	21.78	27.785
86	160°31'00"	56.47	57.325
87	168°15'30"	21.78	27.785
88	160°31'00"	56.47	57.325
89	168°15'30"	21.78	27.785
90	160°31'00"	56.47	57.325
91	168°15'30"	21.78	27.785
92	160°31'00"	56.47	57.325
93	168°15'30"	21.78	27.785
94	160°31'00"	56.47	57.325
95	168°15'30"	21.78	27.785
96	160°31'00"	56.47	57.325
97	168°15'30"	21.78	27.785
98	160°31'00"	56.47	57.325
99	168°15'30"	21.78	27.785
100	160°31'00"	56.47	57.325

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC RADIUS
1	130°19'35"	21.545	21.565
2	175°44'45"	6.125	—
3	90°16'20"	4.65	—
4	148°44'05"	15.165	15.175
5	153°45'25"	9.45	13.6.5
6	156°54'40"	11.895	13.6.5
7	159°22'25"	14.345	14.345
8	159°26'20"	5.09	5.09
9	152°30'25"	22.335	22.37
10	188°12'00"	5.915	—
11	230°32'50"	2.17	—
12	228°00'10"	18.51	18.515
13	223°15'40"	16.005	208.5
14	219°08'15"	14	14.005
15	215°39'40"	11.3	11.3
16	34°37'45"	1.215	—
17	35°46'05"	11.085	11.09
18	39°40'15"	15	15.005
19	226°13'55"	28.82	28.85
20	230°32'50"	2.17	—
21	310°55'35"	13.095	13.1
22	126°58'30"	2.55	2.55
23	164°02'50"	14.07	15.14
24	201°45'50"	0.875	—
25	206°22'45"	27.36	27.39
26	212°17'10"	7.665	170
27	39°14'00"	2.49	—
28	32°16'50"	8.73	188

NOTE: ALL OCCUPATIONS AT TIME OF SURVEY ARE STEEL POST & CONCRETE SLEEPER RETAINING WALLS. OUR & CLR DENOTE THE POSITION OF THE EXPOSED FACE OF RETAINING WALL IN RELATION TO THE BODY. (A) EASEMENT TO DRAIN WATER 1.5 WIDE (B) EASEMENT TO DRAIN WATER 1.5 WIDE (C) EASEMENT TO DRAIN WATER 2.5 WIDE (D) EASEMENT TO DRAIN WATER 3.3 WIDE (E) EASEMENT TO DRAIN WATER 3 WIDE (F) RESTRICTION ON THE USE OF LAND (G) EASEMENT FOR RETAINING WALL 0.9 WIDE (H) EASEMENT FOR RETAINING WALL 0.9 WIDE (I) EASEMENT TO DRAIN WATER 1.5 WIDE (J) EASEMENT TO DRAIN WATER 1.5 WIDE (K) EASEMENT TO DRAIN WATER 1.5 WIDE (L) EASEMENT TO DRAIN WATER 1.5 WIDE (M) EASEMENT TO DRAIN WATER 1.5 WIDE (N) EASEMENT TO DRAIN WATER 1.5 WIDE (O) EASEMENT TO DRAIN WATER 1.5 WIDE (P) EASEMENT TO DRAIN WATER 1.5 WIDE (Q) EASEMENT TO DRAIN WATER 1.5 WIDE (R) EASEMENT TO DRAIN WATER 1.5 WIDE (S) EASEMENT TO DRAIN WATER 1.5 WIDE (T) EASEMENT TO DRAIN WATER 1.5 WIDE (U) EASEMENT TO DRAIN WATER 1.5 WIDE (V) EASEMENT TO DRAIN WATER 1.5 WIDE (W) EASEMENT TO DRAIN WATER 1.5 WIDE (X) EASEMENT TO DRAIN WATER 1.5 WIDE (Y) EASEMENT TO DRAIN WATER 1.5 WIDE (Z) EASEMENT TO DRAIN WATER 1.5 WIDE

Surveyor: NATHAN DAVID GREEN
Date of Survey: 14/10/14
Surveyor's Ref: 77800.08.L01H

PLAN OF SUBDIVISION OF LOTS 3, 4, 5 & 6 IN SHEET 1179201

LGA: MATLAND
Locality: GILLESTON HEIGHTS
Subdivision No: 0619688
Lengths are in metres. Reduction Ratio 1:600

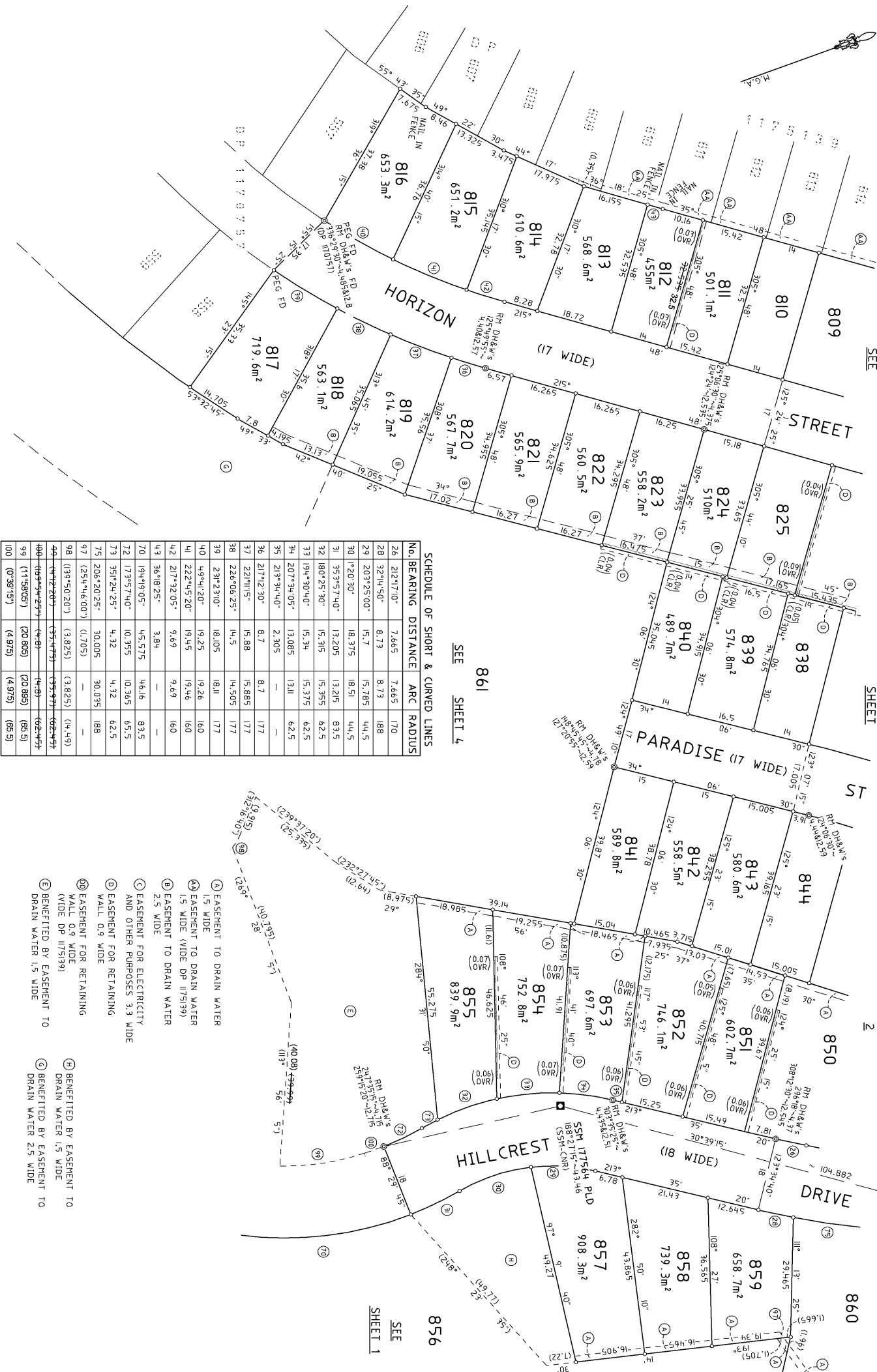
Registered
16.3.2015

DP1205264

99	(4°12'20")	(35.4°75)	(35.97)	(62.45)
100	(66°54'25")	(4.8)	(4.8)	(62.45)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 3 of 4 sheets



NOTE: ALL OCCUPATIONS AT TIME OF SURVEY ARE STEEL POST & CONCRETE SLEEPER RETAINING WALLS. OVER & CLR DENOTE THE POSITION OF THE EXPOSED FACE OF RETAINING WALL IN RELATION TO THE BDV.

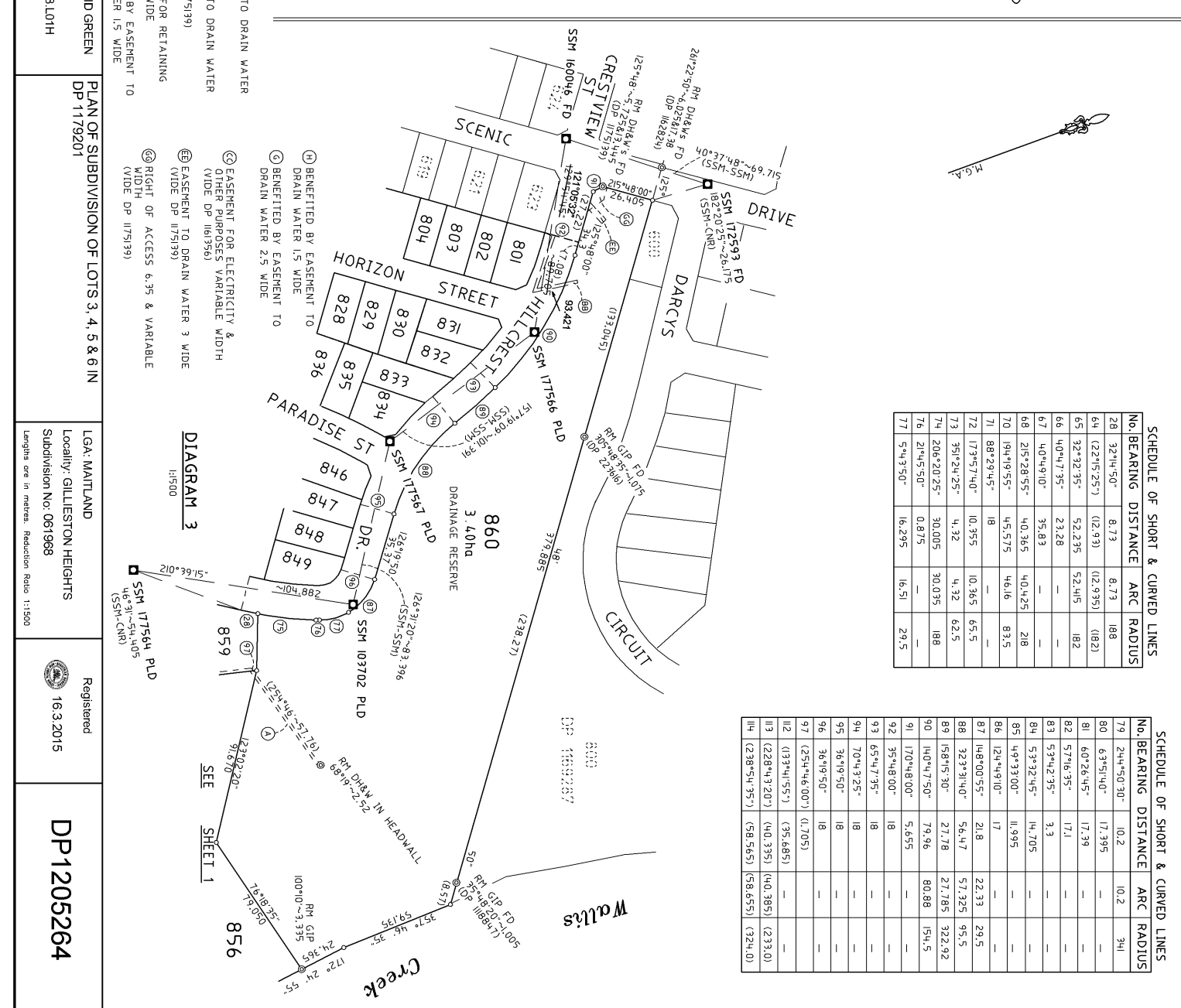
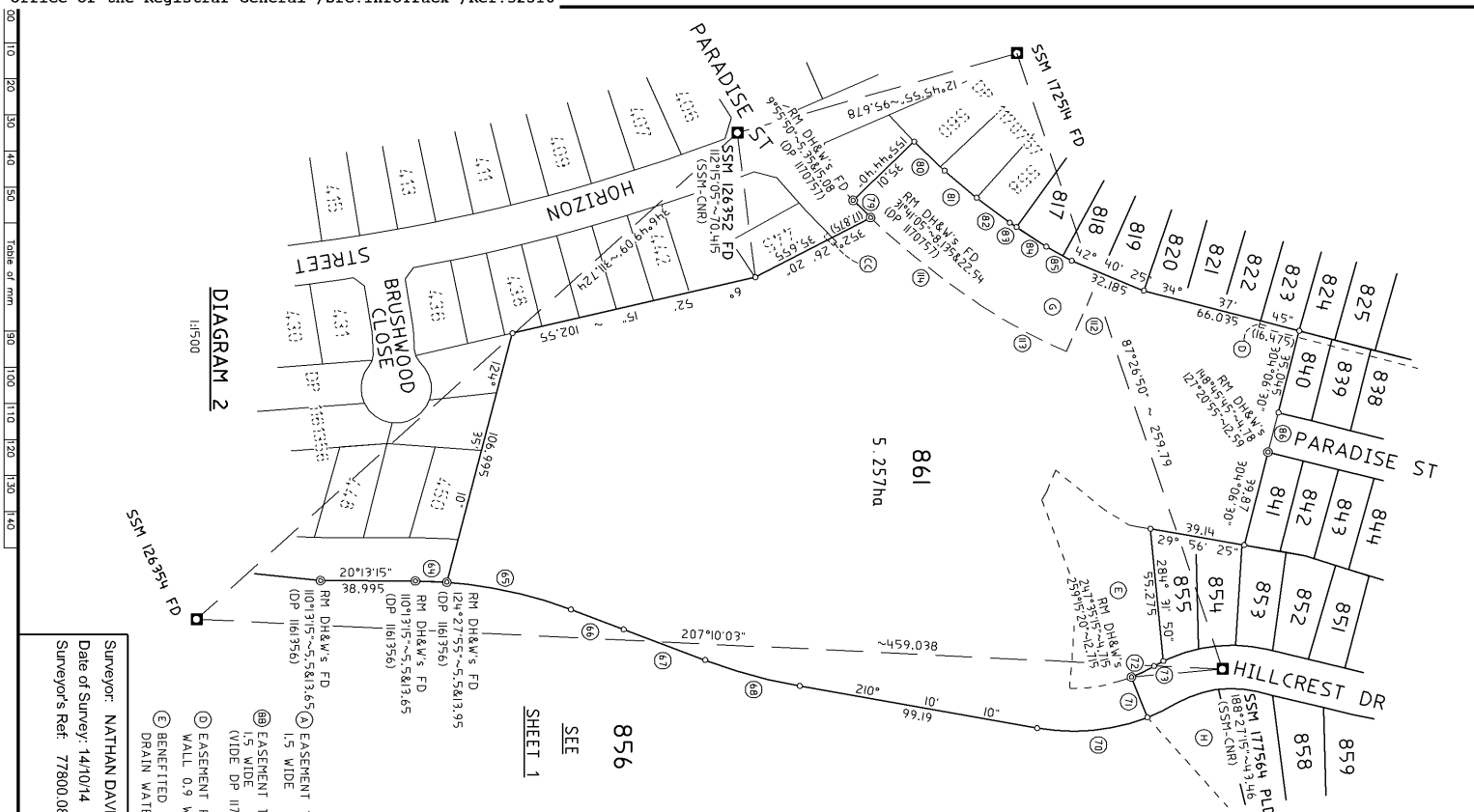
Surveyor: NATHAN DAVID GREEN
Date of Survey: 14/10/14
Surveyor's Ref: 77800 08.L01H

PLAN OF SUBDIVISION OF LOTS 3, 4, 5 & 6 IN
DP 1179201

LGA: MATLAND
Locality: GILLESTON HEIGHTS
Subdivision No: 061968

Registered
16.3.2015

DP1205264



SCHEDULE OF SHORT & CURVED LINES			
No.	BEARING	DISTANCE	ARC RADIUS
28	32°14'50"	8.73	188
29	122°15'25"	(12.93)	(12.935)
30	32°32'35"	52.235	182
31	40°47'35"	23.28	—
32	40°49'10"	35.83	—
33	215°28'55"	40.365	40.425
34	194°19'55"	45.575	46.16
35	188°29'45"	18	—
36	173°57'40"	10.355	10.365
37	35°24'25"	4.32	62.5
38	206°20'25"	30.005	30.035
39	21°45'50"	0.875	—
40	5°43'30"	16.295	29.5

SCHEDULE OF SHORT & CURVED LINES			
No.	BEARING	DISTANCE	ARC RADIUS
79	2°44'50'30"	10.2	10.2
80	63°54'40"	17.395	—
81	60°26'45"	17.39	—
82	57°16'35"	17.1	—
83	53°42'35"	3.3	—
84	53°32'45"	14.705	—
85	149°31'00"	11.995	—
86	124°49'10"	17	—
87	140°00'55"	21.8	22.33
88	32°31'40"	56.47	57.325
89	158°15'30"	27.78	27.785
90	140°47'50"	79.96	80.88
91	170°48'00"	5.655	—
92	35°48'00"	18	—
93	65°47'35"	18	—
94	70°43'25"	18	—
95	36°49'50"	18	—
96	36°19'50"	18	—
97	(254°46'00")	(1.705)	—
112	(139°44'55")	(35.685)	—
113	(228°43'20")	(40.335)	(40.385)
114	(238°54'35")	(58.565)	(58.655)

ePlan

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only		Office Use Only										
Registered:  16.3.2015		DP1205264										
Title System: TORRENS												
Purpose: SUBDIVISION												
PLAN OF SUBDIVISION OF LOTS 3, 4, 5 & 6 IN DP 1179201		LGA: MAITLAND Locality: GILLIESTON HEIGHTS Parish: MAITLAND County: NORTHUMBERLAND										
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:		Survey Certificate I, NATHAN DAVID GREEN of SMEC AUSTRALIA PTY LTD PO BOX 232, CAMPBELLTOWN NSW 2560 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 14/10/14. *(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature: Dated: 15/12/14 Surveyor ID: 8477 Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.										
Subdivision Certificate I, <u>David Simm</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: <u>Maitland City Council</u> Date of endorsement: <u>16.2.15</u> Subdivision Certificate number: <u>061968</u> File number: <u>DA06 1968</u> *Strike through if inapplicable.												
Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE HILLCREST DRIVE SUBJECT TO AN EASEMENT TO DRAIN WATER 1.5 WIDE (DP1175139) TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE HORIZON STREET TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE PARADISE ST TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOT 860 TO COUNCIL AS DRAINAGE RESERVE		Plans used in the preparation of survey/compilation. <table><tr><td>DP 1179201</td><td>DP 1161356</td><td>DP 1175139</td></tr><tr><td>DP11188457</td><td>DP 1170757</td><td>DP 1162824</td></tr><tr><td>DP 223616</td><td>DP 1159637</td><td></td></tr></table> If space is insufficient continue on PLAN FORM 6A		DP 1179201	DP 1161356	DP 1175139	DP11188457	DP 1170757	DP 1162824	DP 223616	DP 1159637	
DP 1179201	DP 1161356	DP 1175139										
DP11188457	DP 1170757	DP 1162824										
DP 223616	DP 1159637											
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		Surveyor's Reference: 77800.08.L01H										

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

 Registered:  16.3.2015

Office Use Only

 PLAN OF SUBDIVISION OF LOTS 3, 4, 5 & 6
IN DP 1179201

DP1205264

Office Use Only

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

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

Subdivision Certificate number: 061968

Date of Endorsement: 16.2.15

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 2.5 WIDE (B)
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (C)
4. EASEMENT FOR RETAINING WALL 0.9 WIDE (D)
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND

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

1. EASEMENT TO DRAIN WATER 10 WIDE 'S' (DP 1161356)

 INFORMATION SUPPLIED BY COUNCIL TO COMPLY WITH
SURVEYING & SPATIAL INFORMATION REGULATIONS 2012 CLAUSE 60

Lot	Street Number	Street Name	Street Type	Locality
801	2	HORIZON	STREET	GILLIESTON HEIGHTS
802	4	HORIZON	STREET	GILLIESTON HEIGHTS
803	6	HORIZON	STREET	GILLIESTON HEIGHTS
804	8	HORIZON	STREET	GILLIESTON HEIGHTS
805	10	HORIZON	STREET	GILLIESTON HEIGHTS
806	12	HORIZON	STREET	GILLIESTON HEIGHTS
807	14	HORIZON	STREET	GILLIESTON HEIGHTS
808	14A	HORIZON	STREET	GILLIESTON HEIGHTS
809	16	HORIZON	STREET	GILLIESTON HEIGHTS
810	18	HORIZON	STREET	GILLIESTON HEIGHTS
811	18A	HORIZON	STREET	GILLIESTON HEIGHTS
812	20	HORIZON	STREET	GILLIESTON HEIGHTS
813	22	HORIZON	STREET	GILLIESTON HEIGHTS
814	22A	HORIZON	STREET	GILLIESTON HEIGHTS
815	24	HORIZON	STREET	GILLIESTON HEIGHTS
816	226	HORIZON	STREET	GILLIESTON HEIGHTS
817	25	HORIZON	STREET	GILLIESTON HEIGHTS
818	23A	HORIZON	STREET	GILLIESTON HEIGHTS
819	23	HORIZON	STREET	GILLIESTON HEIGHTS
820	21	HORIZON	STREET	GILLIESTON HEIGHTS
821	19	HORIZON	STREET	GILLIESTON HEIGHTS
822	17	HORIZON	STREET	GILLIESTON HEIGHTS
823	15	HORIZON	STREET	GILLIESTON HEIGHTS

Continued on Sheet 3

If space is insufficient use additional annexure sheet

Surveyor's Reference: 77800.08.L01H

ePlan

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:  16.3.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOTS 3, 4, 5 & 6
IN DP 1179201

DP1205264

Subdivision Certificate number: 061968
Date of Endorsement: 16.2.15

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

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

Continued from Sheet 2

INFORMATION SUPPLIED BY COUNCIL TO COMPLY WITH
SURVEYING & SPATIAL INFORMATION REGULATIONS 2012 CLAUSE 60

Lot	Street Number	Street Name	Street Type	Locality
824	13	HORIZON	STREET	GILLIESTON HEIGHTS
825	11	HORIZON	STREET	GILLIESTON HEIGHTS
826	9	HORIZON	STREET	GILLIESTON HEIGHTS
827	7	HORIZON	STREET	GILLIESTON HEIGHTS
828	5	HORIZON	STREET	GILLIESTON HEIGHTS
829	3A	HORIZON	STREET	GILLIESTON HEIGHTS
830	3	HORIZON	STREET	GILLIESTON HEIGHTS
831	1	HORIZON	STREET	GILLIESTON HEIGHTS
832	8	HILLCREST	DRIVE	GILLIESTON HEIGHTS
833	10	HILLCREST	DRIVE	GILLIESTON HEIGHTS
834	12	HILLCREST	DRIVE	GILLIESTON HEIGHTS
835	43	PARADISE	STREET	GILLIESTON HEIGHTS
836	41	PARADISE	STREET	GILLIESTON HEIGHTS
837	39	PARADISE	STREET	GILLIESTON HEIGHTS
838	37	PARADISE	STREET	GILLIESTON HEIGHTS
839	35	PARADISE	STREET	GILLIESTON HEIGHTS
840	33	PARADISE	STREET	GILLIESTON HEIGHTS
841	26	PARADISE	STREET	GILLIESTON HEIGHTS
842	28	PARADISE	STREET	GILLIESTON HEIGHTS
843	30	PARADISE	STREET	GILLIESTON HEIGHTS
844	32	PARADISE	STREET	GILLIESTON HEIGHTS
845	34	PARADISE	STREET	GILLIESTON HEIGHTS
846	36	PARADISE	STREET	GILLIESTON HEIGHTS
847	16	HILLCREST	DRIVE	GILLIESTON HEIGHTS
848	18	HILLCREST	DRIVE	GILLIESTON HEIGHTS
849	20	HILLCREST	DRIVE	GILLIESTON HEIGHTS
850	22	HILLCREST	DRIVE	GILLIESTON HEIGHTS
851	24	HILLCREST	DRIVE	GILLIESTON HEIGHTS
852	26	HILLCREST	DRIVE	GILLIESTON HEIGHTS
853	28	HILLCREST	DRIVE	GILLIESTON HEIGHTS
854	30	HILLCREST	DRIVE	GILLIESTON HEIGHTS
855	32	HILLCREST	DRIVE	GILLIESTON HEIGHTS
856	27	HILLCREST	DRIVE	GILLIESTON HEIGHTS

Continued on Sheet 4

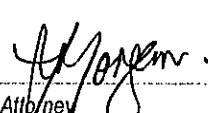
If space is insufficient use additional annexure sheet

Surveyor's Reference: 77800.08.L01H

ePlan

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET					Sheet 4 of 5 sheet(s)
Registered:  16.3.2015 Office Use Only PLAN OF SUBDIVISION OF LOTS 3, 4, 5 & 6 IN DP 1179201			DP1205264 This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> - Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see 195D <i>Conveyancing Act 1919</i> - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
Subdivision Certificate number: <u>061968</u> Date of Endorsement: <u>16.2.15</u>					
<u>Continued from Sheet 4</u>					
INFORMATION SUPPLIED BY COUNCIL TO COMPLY WITH SURVEYING & SPATIAL INFORMATION REGULATIONS 2012 CLAUSE 60					
Lot	Street Number	Street Name	Street Type	Locality	
856	27	HILLCREST	DRIVE	GILLIESTON HEIGHTS	
857	25	HILLCREST	DRIVE	GILLIESTON HEIGHTS	
858	23	HILLCREST	DRIVE	GILLIESTON HEIGHTS	
859	21	HILLCREST	DRIVE	GILLIESTON HEIGHTS	
860	19	HILLCREST	DRIVE	GILLIESTON HEIGHTS	
861		HILLCREST	DRIVE	GILLIESTON HEIGHTS	
Signed on behalf of Ausgrid ABN 67 505 337 385 by its Attorney pursuant to Power of Attorney Book No. <u>4677</u> in the presence of: <u>Clair Snowden</u> Signature of witness <u>Clair Snowden</u> Name of witness c/- 570 GEORGE STREET SYDNEY NSW 2000  Signature of Attorney Name: STEPHEN JOSEPH MORGAN Position: MANAGER PROPERTY & FLEET (ACTING) _____ Date of execution Reference:					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 77800.08.L01H					

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:  16.3.2015

Office Use Only

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PLAN OF SUBDIVISION OF LOTS 3, 4, 5 & 6
IN DP 1179201

DP1205264

Subdivision Certificate number: 061968
Date of Endorsement: 16.2.15

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

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

Executed by Mirvac Homes (NSW) Pty Limited ACN)
006 922 998 by the party's attorney pursuant to power)
of attorney registered Book No 4662 no 48 who states)
that no notice of revocation of the power of attorney has)
been received in the presence of:)
)

WJP

[Signature]
.....
Witness

Ben de Montemas

Name of Witness (print)
level 26, 60 Margaret St, Sydney
Development Manager.
Address and Occupation of Witness (print)

[Signature]
.....
Attorney

Nino Babani

Name of Attorney (print)
Development Director

[Signature]
.....
Witness

Ben de Montemas

Name of Witness (print)
level 26, 60 Margaret St Sydney
Development Manager.
Address and Occupation of Witness (print)

[Signature]
.....
Attorney

Adam Thomas Perrott

Name of Attorney (print)
Senior Development Manager

If space is insufficient use additional annexure sheet

Surveyor's Reference: 77800.08.L01H

REC'D 18 MAY 1920 10.30 AM

Dees:
Trans:
Endowment:
Certificate:

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

A572301



FEE SIMPLR.

a Name, residence, occupation, or other designation, in full, of transferor.

1572301

I, LILIAN MAUD SPARKE Wife of Edward William Sparke of West Maitland in the State of New South Wales Auctioneer.

b If a less estate, strike out "in fee simple," and interline the required alteration.

c All subsisting encumbrances must be noted hereon. (See page 2.)

d If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of 4 FOUR THOUSAND AND SIXTY SEVEN POUNDS (£ 4067:0:0)

e Name, residence, occupation, or other designation, in full, of transferee.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

paid to me by the Minister for Public Works of the said State the Constructing Authority duly constituted by the "West Maitland Sewerage Act 1912 for the purposes of that Act and the Public Works Act 1912.

the receipt whereof I hereby acknowledge,

f If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said Minister for Public Works as such Constructing Authority for and on behalf of His Most Gracious Majesty King George V.

g Area in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing 177 acres and 14 perches

h Parish or town and county.

situate in the Municipality of West Maitland Parish of Maitland and County of Northumberland

i "The whole" or "part," as the case may be.

j "Crown grant," or "Certificate of Title."

k Strike out if not appropriate.

being the whole of the land comprised in Certificate of Title dated 12th March 1917 registered volume No. 2742 folio 37

* And also in the pieces of land as follows:—

These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description of plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:— "as delineated in the plan hereon for annexed hereto" or "described as follows, viz.":— Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

[Rule up all blanks before signing.]

The form, when filled in, should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price, 6d.]

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

p See note "e," page 1.
A very short note of
the particulars will
suffice.

[Rule up all blanks before signing.]

m If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferor is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESS
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.

If the Transferor or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained
to him, and that he
appeared fully to un-
derstand the same."

n Repeat attestation for
additional parties if
required.

St 3121

In witness whereof, I have hereunto subscribed my name, at *West Maitland*
the *fourteenth* day of *April* in the year
of our Lord one thousand nine hundred and twenty.

Signed in my presence by the said

LILLIAN MAUD SPARKE

WHO IS PERSONALLY KNOWN TO ME

Signed*

L Maud Sparke
Transferor.*

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited,
accompanied by the usual declaration that no notice of revocation has been received.

For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said
John Cornwell Little by
Charles Edwin Parkman
WHO IS PERSONALLY KNOWN TO ME
PR Murphy

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

John V. Little
Charles Edwin Parkman
for Transferee.

(The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

Certificate of Little
Vol 2742 Fol 37
MA

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the
day of _____, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew
the person signing the same, and whose signature thereto he has attested; and that the
name purporting to be such signature of the said

is his own handwriting, and that he was of
sound mind, and freely and voluntarily signed the same.

- May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- r Name of witness and residence.
- s Name of Transferrer.
- t Name of Transferee.

n Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

No. **A572301** Memorandum of Transfer of

177 ares 144 pers
Lot 2 of Section E
DP 8672

East Greta

Mun of West Maitland
excluding mines and deposits as provided
by sections 144 of the Public Works Act
1912

Shimshu? Public Works

Transferror.

His Majesty the King

Transferee.

Particulars entered in the Register Book, Vol. 2742

Folio 37

the 18th day of May, 1920,
at 2 minutes pt 10 o'clock
in the fore noon.

Belian
Registrar General



20 MAY 1920

	DATE.	INITIALS.
SENT TO SURVEY BRANCH	1 MAY 1918	M
RECEIVED FROM RECORDS	20/5/18	RAB
DRAFT WRITTEN	22/5/18	RAB
DRAFT EXAMINED	24/5/18	RAB
DIAGRAM COMPLETE		RAB
DIAGRAM EXAMINED		RAB
DRAFT FORWARDED		RAB
RETD TO RECORDS (RECUSSION)		
RETD TO RECORDS (REGISTR.)		
RETURNED FROM RECORDS		
CERTIFICATE ENDROSSED		
SUPT. OF EMPRESSORS	28-5-20	SHW
DEP REGISTRAR GENERAL		

VOL. 3055 FOR 133

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fee is paid.
If a part only of the land is transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but the fee for the whole of the land is not payable until the whole is sold, or formal application is made for a new Certificate of the whole.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1913, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B. - ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1902, ARE, AND MUST BE, DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

W. M. S.
W. M. S. to be marked O.H.M.S.

ePlan

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

Lengths are in metres

Page 1 of 8

Plan: **DP1175139**

Subdivision of Lot 1 in Deposited Plan No. 1179201 and Easements within Lots 2, 3 and 6 Deposited Plan No 1179201 covered by Subdivision Certificate No. 061968

Full name and address of the
Proprietor of the land

Mirvac Homes (NSW) Pty Ltd
Level 26, 60 Margaret Street
Sydney NSW 2000

PART 1

	Identity of easement firstly Referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
1	Easement to Drain Water 1.5 wide (A)	610 611 612 613 614 615 616 617 618 619 620 621 622 623 632 Lot 2 DP 1179201	609 609 and 610 609 to 611 inclusive 609 to 612 inclusive 609 to 613 inclusive 609 to 614 inclusive 609 to 615 inclusive 609 to 616 inclusive 609 to 617 inclusive 609 to 618 inclusive 609 to 619 inclusive 609 to 620 inclusive 609 to 621 inclusive 609 to 622 inclusive 631, 633 and 634 631 to 634 inclusive

	Identity of restriction secondly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
2	Easement to Drain Water 2.5 wide (B)	602 632 633 644 645 646 647 648 649 650 651	648 to 651 inclusive & Lot 2 DP 1179201 631, 633 and 634 634 645 to 647 inclusive & Lot 2 DP 1179201 646, 647 & Lot 2 DP 1179201 647 & Lot 2 DP 1179201 Lot 2 DP 1179201 Lot 2 DP 1179201 648 & Lot 2 DP 1179201 648, 649 & Lot 2 DP 1179201 648 to 650 inclusive & Lot 2 DP 1179201

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ePlan

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

Lengths are in metres

Page 2 of 8

Plan: **DP1175139**

Subdivision of Lot 1 in Deposited Plan No. 1179201 and Easements within Lots 2, 3 and 6 Deposited Plan No 1179201 covered by Subdivision Certificate No. 061968

	Identity of restriction thirdly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefitted:
3	Restriction on the Use of Land	Each Lot	Every other lot

	Identity of easement fourthly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefitted:
4	Easement for Electricity and Other Purposes 3.3 wide (D)	645	Ausgrid ABN: 67 505 337 385

	Identity of easement fifthly referred to in the abovementioned plan	Lots or Authority Burdened	Lots or Authority Benefitted
5	Easement to Drain Water 1.5 wide (C)	Lots 2, 3 and 6 D.P. 1179201	Maitland City Council

	Identity of easement sixthly referred to in the abovementioned plan	Lots or Authority Burdened	Lots or Authority Benefitted
6	Easement to Drain Water 3 wide (E)	Lots 6 D.P. 1179201	Maitland City Council

	Identity of easement seventhly referred to in the abovementioned plan	Lots or Authority Burdened	Lots or Authority Benefitted
7	Easement for Retaining Wall 0.9 Wide(F)	618 619 620 621 622 623 624 625 626 627 628 629 632	617 618 619 620 621 622 625 and Part of 2/1179201 designated 'z' 626 and Part of 2/1179201 designated 'z' 627 and 632 628, 631 and 632 629 and 631 630 and 631 631 and 633

	Identity of right eighthly referred to in the abovementioned plan	Lots or Authority Burdened	Lots or Authority Benefitted
8	Right of Access 6.35 and variable width (G)	Lot 6 D.P. 1179201	Maitland City Council

ePlan

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

Lengths are in metres

Page 3 of 8

Plan: **DP1175139**

Subdivision of Lot 1 In Deposited Plan No. 1179201 and Easements within Lots 2, 3 and 6 Deposited Plan No 1179201 covered by Subdivision Certificate No. 061968

PART 1A

	Identity of easement to be released firstly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefitted:
1	Easement to Drain Water 1.5 wide (DP 1112081) (Partial Release)	Lots 101, 102 & 117 D.P. 1112081	Lot 1 DP 1179201.

	Identity of easement to be released secondly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefitted:
2	Easement to Drain Water 2.5 wide (DP 1138982) (Partial Release)	Lots 1220 to 1227 inclusive D.P. 1138982 and Lots 128 to 130 inclusive D.P.1112081	Lot 1 DP 1179201

	Identity of easement to be released thirdly referred to in the abovementioned plan	Lots of Authority Burdened:	Lots or Authority Benefitted:
3	Easement to Drain Water 1.5 wide (D.P. 1161359) (Partial Release)	Lots 570 to 576 inclusive D.P. 1161359	Lot 1 DP 1179201

	Identity of easement to be released fourthly referred to in the abovementioned plan	Lots of Authority Burdened:	Lots or Authority Benefitted:
4	Easement to Drain Water 1.5 wide (D.P. 1170757) (Partial Release)	Lots 554 to 557 inclusive D.P. 1170757	Lot 1 DP 1179201

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ePlan

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

Lengths are in metres

Page 4 of 8

Plan: **DP1175139**

Subdivision of Lot 1 in Deposited Plan No. 1179201 and Easements within Lots 2, 3 and 6 Deposited Plan No 1179201 covered by Subdivision Certificate No. 061968

PART 2

1. Terms of Restriction on the Use of Land thirdly referred to in the abovementioned plan.

- 1.1 No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 70% of the total area of the external walls. Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 30% of the total area of the external walls.
- 1.2 Each building erected on a burdened lot shall not be used or be permitted to be used other than for residential purposes.
- 1.3 No building or buildings shall be erected or permitted to remain erected on each lot burdened other than with terracotta, cement tiled or colour bond roofs.
- 1.4 No burdened lot may be re-subdivided for the purpose of erecting another or more dwellings or creating a second or multiple parcels of land.
- 1.5 No more than one main dwelling shall be permitted on each lot burdened.
- 1.6 No buildings to be constructed consisting of dual occupancies, duplex, townhouse or villa.
- 1.7 No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 120 square metres exclusive of car accommodation, external landings and patios.
- 1.8 No fence shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the relevant consent authority provided that in the case of a corner lot this restriction shall only apply to one street frontage.
- 1.9 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty Limited provided that this restriction shall remain in force only during such time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.

MS
AS

ePlan

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

Lengths are in metres

Page 5 of 8

Plan: **DP1175139**

Subdivision of Lot 1 in Deposited Plan No. 1179201 and Easements within Lots 2, 3 and 6 Deposited Plan No 1179201 covered by Subdivision Certificate No. 061968

- 1.10 No fence constructed of unauthorised materials shall be erected on each lot burdened. As to what constitutes unauthorised materials shall be determined by Mirvac Homes (NSW) Pty Limited and its decision shall be final and binding on the registered proprietor of each lot burdened. For the purpose of the provisions, a lapped and capped and stained timber fence or a lapped and capped treated pine fence or a brick and masonry fence shall not be deemed to be a fence constructed of unauthorised materials.
- 1.11 No retaining wall shall be erected or permitted to remain erected to a street frontage unless constructed of masonry, bush rock, concrete sleeper or sandstone and excluding natural coloured concrete blocks and any such retaining wall exceeding 1200 mm in height must be terraced.
- 1.12 In this restriction on the use of land:
- (a) "Mircac Homes (NSW) Pty Limited" means Mircac Homes (NSW) Pty Limited ACN 006922998 and its successors nominees or assigns other than purchasers on sale;
 - (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and
 - (c) The person having the right to release, vary or modify these restrictions is Mircac Homes (NSW) Pty Limited for such period as it is the registered proprietor of any land in the plan.
2. Terms of Easement fourthly referred to in the abovementioned plan
- a) An Easement is created on the terms and conditions set out in memorandum registered number AG 823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.
3. Terms of Easement seventhly referred to in the abovementioned plan
- 3.1 The Owner of Lot Benefited:
- may insist that the retaining wall and associated footings that are located within the Easement Site on the Lot Burdened remain;
 - must keep the retaining wall and associated footings in good repair and safe condition; and
 - may do anything reasonably necessary for that purpose including:
 - entering the Lot Burdened;
 - taking anything onto the Lot Burdened; and
 - carrying out work.

Handwritten signatures and initials, including a large signature and the initials 'MYS AP'.

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

Lengths are in metres

Page 6 of 8

Plan: **DP1175139**

Subdivision of Lot 1 In Deposited Plan No. 1179201 and Easements within Lots 2, 3 and 6 Deposited Plan No 1179201 covered by Subdivision Certificate No. 061968

- 3.2 The Owner of the Lot Burdened grants to the Owner of the Lot Benefited a right of support over that part of the Lot Burdened containing the Easement Site for the purpose of supporting the retaining wall.
- 3.3 The Owner of the Lot Burdened must:
- not do anything which will detract from the support of the retaining wall; and
 - allow the Grantee to enter that part of the Lot Burdened as is reasonably required and to remain there for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the retaining wall and the Lot Benefited is maintained.
- 3.4 The Owner of the Lot Benefited, in exercising its rights under this Easement must:
- ensure all work is done properly;
 - cause as little inconvenience as is practicable to the Owner and any occupier of the Lot Burdened;
 - restore the Lot Burdened as nearly as practicable to its former condition; and
 - make good any collateral damage.
- 3.5 Except when urgent work is required, the Owner of the Lot Benefited must:
- give the Owner of the Lot Burdened reasonable notice of intention to enter the Lot Burdened; and
 - only enter the Lot Burdened during times reasonably agreed with the Owner of the Lot Burdened.



ePlan

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

Lengths are in metres

Page 7 of 8

Plan: **DP1175139**

Subdivision of Lot 1 in Deposited Plan No. 1179201 and Easements within Lots 2, 3 and 6 Deposited Plan No 1179201 covered by Subdivision Certificate No. 061968

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS FIRSTLY, SECONDLY AND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN FOR SUCH PERIOD AS MIRVAC HOMES (NSW) PTY LIMITED IS NO LONGER THE REGISTERED PROPRIETOR OF ANY LAND IN THE PLAN.

Maitland City Council

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

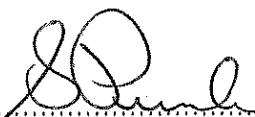
Mirvac Homes (NSW) Pty Limited

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Ausgrid (ABN 67 505 337 385)

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS FIFTHLY AND SIXTHLY AND THE RIGHT EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Maitland City Council


.....
Authorised person of Maitland City Council



ePlan

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

Lengths are in metres

Page 8 of 8

Plan: **DP1175139**

Subdivision of Lot 1 in Deposited Plan No.
1179201 and Easements within Lots 2, 3
and 6 Deposited Plan No 1179201 covered
by Subdivision Certificate No. 061968

Signed by *[Signature]*

as attorney(s) under registered Power of Attorney Book 4578 No. 295 for Mirvac Homes (NSW) Pty
Limited ACN 006 922 998 in the presence of:

MATTHEW JAMES SCARD

Attorney

Adam Thomas Perrott

Attorney

[Signature]

Witness

Benjamin Warren de Montemas

Name of Witness

12/76a Balmain Rd, Leichhardt NSW 2040

Address of Witness

EXECUTED for and on behalf of AUSGRID (ABN)
67 505 337 385) by)

Joseph Pizzini)
LISA ANNE RAFFIOLA)

Attorney

its duly constituted Attorney pursuant to Power
of Attorney Registered No. 4641 Book 639
and the Attorney declares that the Attorney
has not received notice of the revocation of
such Power of Attorney in the presence of:

[Signature]

Witness

KYLA STAHL

Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

Address of Witness

REGISTERED



24.5.2013

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 10 sheets)

Plan:

Plan of Subdivision of Lots 3, 4, 5 & 6
 DP1179201

DP1205264

covered by Subdivision Certificate No. **061968**
 dated the **16th** day
 of **February** 201**15**

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Ltd
 Level 26, 60 Margaret Street
 Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity 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)	846	847, 848 & 850 to 855 inclusive & Part 861 designated "E"
		847	848, 850 to 855 inclusive & Part 861 designated "E"
		848	850 to 855 inclusive & Part 861 designated "E"
		850	851 to 855 inclusive & Part 861 designated "E"
		851	852 to 855 inclusive & Part 861 designated "E"
		852	853, 854, 855 & Part 861 designated "E"
		853	854, 855 & Part 861 designated "E"
		854	855 & Part 861 designated "E"
		855	Part 861 designated "E"
		856	857, 858 & 859
		857	Part 856 designated "H"
		858	Part 856 designated "H" & 857
		859	Part 856 designated "H", 857 & 858

HL

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 2 of 10 sheets)

Plan:

Plan of Subdivision of Lots 3, 4, 5 & 6
 DP1179201

DP1205264

covered by Subdivision Certificate No. **061968**
 dated the **16th** day
 of **February** 201**4** **5**

1 (cont.)	Easement to Drain Water 1.5 wide (A)	860	Part 856 designated "H" and 857 to 859 inclusive
2	Easement to Drain Water 2.5 wide (B)	818	817 & Part 861 designated "G"
		819	817, 818 & Part 861 designated "G"
		820	817, 818, 819 & Part 861 designated "G"
		821	817 to 820 inclusive & Part 861 designated "G"
		822	817 to 821 inclusive & Part 861 designated "G"
		823	817 to 822 inclusive & Part 861 designated "G"
		824	817 to 823 inclusive & Part 861 designated "G"
		825	817 to 824 inclusive & Part 861 designated "G"
		826	817 to 825 inclusive & Part 861 designated "G"
		827	817 to 826 inclusive & Part 861 designated "G"
		828	817 to 827 inclusive & Part 861 designated "G"
		829	817 to 828 inclusive & Part 861 designated "G"
		830	817 to 829 inclusive & Part 861 designated "G"
		832	817 to 830 inclusive & Part 861 designated "G"

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ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 3 of 10 sheets)

Plan:

Plan of Subdivision of Lots 3, 4, 5 & 6
 DP1179201

DP1205264

covered by Subdivision Certificate No. **061968**
 dated the **16th** day
 of **February** **2014**

3	Easement for Electricity & Other Purposes 3.3 wide (C)	803	Ausgrid ABN: 67 505 337 385
4	Easement for Retaining Wall 0.9 wide (D)	801	Lot 623 DP1175139
		802	803 & Lot 622 DP1175139
		803	804 & Lots 620 & 621 DP1175139
		804	805 & Lots 619 & 620 DP1175139
		805	806 & Lots 618 & 619 DP1175139
		806	807 & Lot 618 DP1175139
		808	809
		811	812
		826	825
		828	827
		830	829
		832	830 & 831
		833	829,830 & 832
		834	833 & 835
		835	829
		836	827
		837	826 & 827
		838	825 & 826
		839	824 & 825

[Handwritten signatures]

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 4 of 10 sheets)

Plan:

DP1205264

Plan of Subdivision of Lots 3, 4, 5 & 6
 DP1179201

covered by Subdivision Certificate No. **061968**
 dated the **16th** day
 of **February** **2014**

4 (cont.)	Easement for Retaining Wall 0.9 wide (D) (cont.)	840 846 847 848 849 850 851 852 853 854 861	824 845 845 & 848 850 850 851 852 853 854 855 823
5	Restriction on the Use of Land	Each Lot Except Lots 860, 856 & 861	Every Other Lot Except Lots 860, 856 & 861
6	Restriction on the Use of Land (F)	Part of Lots 802 & 803	Ausgrid ABN: 67 505 337 385

Part 1 (Release)

Number of item shown in the Intention panel on the plan	Identity 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 10 Wide (S) (DP1161356)	856	Maitland City Council

Part 2 (Terms)

- Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.**

As set out in Part 8 of Schedule 8 of the Conveyancing Act, 1919.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Maitland City Council

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ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 5 of 10 sheets)

Plan:

Plan of Subdivision of Lots 3, 4, 5 & 6
DP1179201

DP1205264

covered by Subdivision Certificate No. **061968**
dated the **16th** day
of **February** **2014/5**

2. Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan.

As set out in Part 8 of Schedule 8 of the Conveyancing Act, 1919.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Maitland City Council

3. Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan.

a) An Easement is created on the terms and conditions set out in memorandum registered number AG 823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Ausgrid
ABN 67 505 337 385

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

4.1 The Owner of the Lot Benefitted:

- may insist that the retaining wall and associated footings that are located within the Easement Site on the Lot Burdened remain;
- must keep the retaining wall and associated footings in good repair and in safe condition;
- may do anything reasonably necessary for that purpose including:
 - entering the Lot Burdened;
 - taking anything onto the Lot Burdened; and
 - carrying out the work

4.2 The Owner of the Lot Burdened grants the Owner of the Lot Benefitted a right of support over that part of the Lot Burdened containing the Easement Site for the Purpose of supporting the retaining wall.

4.3 The Owner of the Lot Burdened must:

- not do anything which will detract from the support of the retaining wall; and

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ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 6 of 10 sheets)

Plan:

DP1205264

Plan of Subdivision of Lots 3, 4, 5 & 6
DP1179201

covered by Subdivision Certificate No. **061968**
dated the **16th** day
of **February** **2015**

- allow the Grantee to enter that part of the Lot Burdened as is reasonably required and to remain there for any reasonable time for the purpose of carrying out any work necessary to ensure support of the retaining wall and the Lot Benefitted is maintained.

- 4.4 The Owner of the Lot Benefitted, in exercising its rights under this Easement must:
- ensure all work is done properly;
 - cause as little inconvenience as is practicable to the Owner and any occupier of the Lot Burdened;
 - restore the Lot Burdened as nearly as practicable to its former condition; and
 - make good any collateral damage
- 4.5 Except when urgent work is required, the Owner of the Lot Benefitted must:
- give the Owner of the Lot Burdened reasonable notice of intention to enter the Lot Burdened; and
 - only enter the Lot Burdened during times reasonably agreed with the Owner of the Lot Burdened.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

Registered proprietors of the burdened and benefited lots

5. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 5 in the plan.**
- 5.1 No Building or buildings shall be erected or be permitted to remain erected on each lot burdened other than external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 70% of the total area of the external walls. Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 30% of the total area of the external walls.
- 5.2 Each building erected on a burdened lot shall not be used or permitted to be used other than for residential purposes.
- 5.3 No building or buildings shall be erected or permitted to remain erected on each lot burdened other than with terracotta, cement tiled or colour bond roofs.
- 5.4 No burdened lot may be re-subdivided for the purpose of erecting another or more dwellings or creating second or multiple parcels of land.
- 5.5 No more than one main dwelling shall be permitted on each lot burdened.
- 5.6 No buildings to be constructed consisting of dual occupancies, duplex, townhouse or villa.

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ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 7 of 10 sheets)

Plan:

Plan of Subdivision of Lots 3, 4, 5 & 6
DP1179201

DP1205264

covered by Subdivision Certificate No. **061968**
dated the **16th** day
of **February** **2014**

- 5.7 No main building shall be erected or be permitted to remain erected on each lot burdened having a total floor area of less than 120 square metres exclusive of car accommodation, external landings and patios.
- 5.8 No fence shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the relevant consent authority provided that in the case of a corner lot this restriction shall only apply to one street frontage.
- 5.9 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty Limited provided that this restriction shall remain in force only during such a time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.
- 5.10 No fence constructed of unauthorised materials shall be erected on each lot burdened. As to what constitutes unauthorised materials shall be determined by Mirvac Homes (NSW) Pty Limited and its decision shall be final and binding on the registered proprietor of each lot burdened. For the purpose of the provisions, a lapped and capped and stained timber fence or lapped and capped treated pine fence or a brick and masonry fence shall not be deemed to be a fence that is constructed of unauthorised materials.
- 5.11 No retaining wall shall be erected or permitted to remain erected to a street frontage unless constructed of masonry, bush rock, concrete sleeper or sandstone and excluding natural coloured concrete blocks and any such retaining wall exceeding 1200mm in height must be terraced.
- 5.12 In this restriction on the use of land:
- a) "Mircvac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited CAN 006922998 and its successors nominees or assigns other than purchasers on sale;
 - b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and
 - c) The person having the right to release vary or modify these restrictions is Mirvac Homes (NSW) Pty Limited for such a period as it is the registered proprietor of any land in the plan.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.

Mircvac Homes (NSW) Pty Ltd

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

- 1.0 No building shall be erected or permitted to remain within the restriction site unless:

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ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 8 of 10 sheets)

Plan:

DP1205264

Plan of Subdivision of Lots 3, 4, 5 & 6
DP1179201

covered by Subdivision Certificate No. **061968**
dated the **16th** day
of **February** **2014**

- 1.1 the external surface of any building erected within 3 metres from the substation footing has a 120/120/120 fire rating
- 1.2 Windows, or glass surfaces, irrespective of their fire rating, are not permitted within 3 metres in any direction from the housing of a kiosk substation, unless they are sheltered by a non-ignitable blast resisting barrier.

And the owner provides the authority benefited with an engineer's certificate to this effect.

- 2.0 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3.0 Definitions

- 3.1 **"120/120/120 fire rating"** mean the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/ integrity failure/ insulation failure calculated in accordance with Australian Standard 1530.
- 3.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 3.3 **"erect"** includes construct, install, build and maintain.
- 3.4 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

Ausgrid.
ABN 67 505 337 385

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ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 9 of 10 sheets)

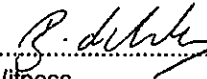
Plan:

DP1205264

Plan of Subdivision of Lots 3, 4, 5 & 6
DP1179201

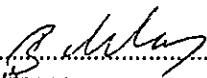
covered by Subdivision Certificate No. 061968
dated the 16th day
of February 2015

Executed by Mirvac Homes (NSW) Pty)
Limited ACN 006 922 998 by the party's)
attorney pursuant to power of attorney)
registered Book No 4662 No 48 who states)
that no notice of revocation of the power of)
attorney has been received in the presence)
of:


.....
Witness

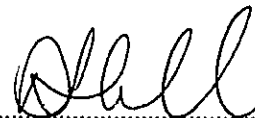
Ben de Montemas

.....
Name of Witness (print)
Level 26, 60 Margaret St, Sydney NSW
.....
Development Manager
.....
Address and Occupation of Witness (print)


.....
Witness

Ben de Montemas

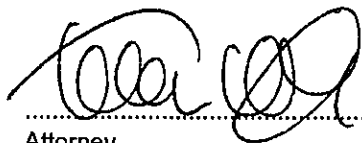
.....
Name of Witness (print)
Level 26, 60 Margaret St, Sydney NSW
.....
Development Manager
.....
Address and Occupation of Witness (print)


.....

Attorney

David Haller

.....
Name of Attorney (print)


.....

Attorney

Toben Michael James Long

.....
Name of Attorney (print)

34

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 10 of 10 sheets)

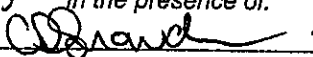
Plan:

DP1205264

Plan of Subdivision of Lots 3, 4, 5 & 6
DP1179201

covered by Subdivision Certificate No. 061968
dated the 16th day
of February 2015

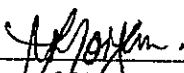
Signed on behalf of Ausgrid
ABN 67 505 337 385 by its Attorney
pursuant to Power of Attorney Book 4677
No. 685 in the presence of:


Signature of witness

Clair Snowden
Name of witness

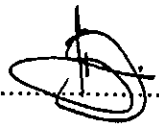
c/-

570 GEORGE STREET
SYDNEY NSW 2000


Signature of Attorney
Name: STEPHEN JOSEPH MORGAN
Position: MANAGER PROPERTY & FLEET (ACTING)

Date of execution

Reference:


Authorised Officer Maitland City Council

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2/2/15

REGISTERED



16.3.2015

lh

Certificate No.: PC/2025/3577

Certificate Date: 01/10/2025

Fee Paid: \$71.00

Receipt No.: 2335602

Your Reference: 32516

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Infotrack Pty Ltd
	ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	47A Scenic Drive GILLIESTON HEIGHTS NSW 2321
PARCEL NUMBER:	50266
LEGAL DESCRIPTION:	Lot 619 DP 1175139

IMPORTANT: Please read this Certificate carefully.

The information provided in this Certificate relates only to the land described above. If you need information about an adjoining property or nearby land, a separate certificate will be required.

All information provided is correct as at the date of issue of this Certificate. However, it is possible for changes to occur at any time after the issue of this Certificate.

For more information on the Planning Certificate please contact our Customer Experience team on 4934 9700.

SECTION 10.7(2)

The following matters relate to the land, as required by section 10.7(2) of the *Environmental Planning and Assessment Act (1979)* ("the Act") and clause 284 and Schedule 2 of the *Environment Planning and Assessment Regulation 2021*.

ITEM 1 - Names of relevant planning instruments and development control plans

The following environmental planning instruments and development control plans apply to the carrying out of development on the land:

State Environmental Planning Policies

The Minister for Planning has notified that the following State Environmental Planning Policies (SEPPs) shall be specified on Certificates under Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

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

- SEPP65 Design Quality of Residential Apartment Development
- SEPP (Biodiversity and Conservation) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Primary Production) 2021
- SEPP (Planning Systems) 2021
- SEPP (Housing) 2021
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Resources and Energy) 2021
- SEPP (Transport and Infrastructure) 2021
- SEPP (Resilience and Hazards) 2021

Local Environmental Plan (LEP)

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Draft Environmental Planning Instruments and Draft Development Control Plans

The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*, apply to the carrying out of development on the land:

Planning Proposal for a Local Environmental Plan

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

Detailed information on draft environmental planning instruments is available at the NSW Department of Planning and Environment Current LEP Proposals website; or Maitland City Council's website.

Draft Development Control Plans

The draft Maitland Development Control Plan 2025 is, or has been, on public exhibition under the Act and is applicable to the land.

Draft State Environmental Planning Policies

No draft State Environmental Planning Policy(s) applying to the land is, or has been publicised the subject of community consultation or on public exhibition under the Act.

ITEM 2 – Zoning and land use under relevant planning instruments

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policies)

Zone and Land Use Table from Local Environmental Plan

R1 General Residential

1 Objectives of zone

- To provide for the housing needs of the community
- To provide for a variety of housing types and densities
- To enable other land uses that provide facilities or services to meet the day to day needs of residents

2 Permitted without Consent

Home occupations

3 Permitted with Consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks;

Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies.

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment ePlanning Spatial Viewer website; or Maitland City Council's website.

Note: Detailed information on the local environmental plan is available at NSW Legislation – In force legislation.

Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions.

For the land zoned R1 General Residential the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

The land IS NOT identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act.

Is the land within a conservation area, however described?

The land IS NOT in a Heritage Conservation Area.

Is there an item of environmental heritage in a local environmental plan?

The land does NOT contain an item of Environmental Heritage.

Note: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. Contact the Department of Climate Change, Energy, the Environment and Water,

Environment and Heritage Division for further information.

ITEM 3 – Contribution plans

The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

263 High-Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

info@maitland.nsw.gov.au
maitland.nsw.gov.au

All correspondence should be directed to: General Manager P.O. Box 220 Maitland NSW 2320

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

If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

The land IS NOT in a special contributions area.

Note: In addition to the above developer contribution plans, Development Servicing Plans for water and sewer connection may be applicable, attracting additional contributions for the development, particularly where development will connect to water and/or sewer services.

ITEM 4 – Complying Development

If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

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

Complying development under the **Low Rise Housing Code** may be carried out on the land. Complying development under the **Greenfield Housing Code** may be carried out on the land, but only if the land is identified on the *Greenfield Housing Code Area Map* issued by the NSW Department of Planning and Environment.

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

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

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

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

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

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

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

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

Complying development under the **Container Recycling Facilities Code** may not be carried out on the land.

Note: Despite the above provisions, if only part of a lot is subject to an exclusion or exemption under Clause 1.17A or Clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other Matters) 2013*, complying development may be carried out on that part of the lot that is not affected by the exclusion or exemption.
The complying development may not be carried out on the land because of the following provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy.

The provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 are not identified on the land. Complying development may be undertaken in accordance with the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 as amended.

Note: This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

Note: Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.

Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that

- (a) a restriction applies to the land, but it may not apply to all of the land,***
- (b) and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.***

If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that apply in the Maitland Local Government Area.

For further information on complying development, please refer to the Department of Planning, Housing and Infrastructure.

ITEM 5 – Exempt Development

If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that

- a) a restriction applies to the land, but it may not apply to all of the land, and***
- b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.***

If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Council does not have sufficient information to determine the extent to which exempt development may or may not be carried out.

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

The Council IS NOT aware of any affected building notice which is in force in respect of the land.

The Council is NOT aware of any building product rectification order which is in force in respect of the land and that has not been fully complied with.

The Council IS NOT aware of any notice of intention to make a building product rectification order being given in respect of the land and that is outstanding.

ITEM 7 - Land Reserved for Acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the

Act.

ITEM 8 – Road widening and road realignment

Whether the land is affected by road widening or road realignment under –

- a) The land is NOT affected by road widening under Division 2 of Part 3 of the Roads Act 1993.
- b) The land is NOT affected by road widening under any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council
- d) The land is NOT affected by road-widening or realignment under a resolution of the Council

Note: This item relates to Council's road proposals only. Other authorities, including Transport for NSW may have road widening proposals.

ITEM 9 – Flood related development controls

The land or part of the land IS NOT within the flood planning area and subject to flood related development controls.

The land or part of the land IS NOT between the flood planning area and the probable maximum flood and subject to flood related development controls.

The Maitland DCP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The Maitland LEP 2011 does not provide a FPL measure. The probable maximum flood has the same meaning as the Flood Risk Management Manual.

Note in this section – **flood planning area** has the same meaning as in the Floodplain Development Manual. **Flood Risk Management Manual** means the Flood Risk Management Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023. **Probable maximum flood** has the same meaning as in Flood Risk Management Manual.

Note: The information provided in item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

ITEM 10 – Council and other public authority policies on hazard risk restrictions

Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

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

The Council has adopted by resolution a policy on contaminated land which may restrict the development of the land to which this certificate relates. This policy is implemented when zoning or land use changes are proposed on lands which:

- are considered to be contaminated; or
- which have previously been used for certain purposes; or
- which have previously been used for certain purposes but Council's records do not have sufficient information about previous use of the land to determine whether the land is contaminated; or
- have been remediated for a specific use.

Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

Note in this section –

adopted policy means a policy adopted –

- a) by the council, or
- b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by council.

ITEM – 11 Bush fire prone land

If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

The land is NOT identified as being bushfire prone land.

Note – In accordance with the *Environmental Planning and Assessment Act 1979*, bush fire prone land, in relation to area, means land recorded for the time being as bush fire prone on a bush fire prone land map for the area. This mapping is subject to periodic review.

Note – The identification of land as not being bushfire prone does not mean that the land is not, or may not be affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.

ITEM – 12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

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

ITEM – 13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

The land has NOT been proclaimed to be within a Mine Subsidence District under

the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

- 1) Land or that is proposed to be subject to a consent ballot
- 2) There is no subdivision order that applies to the land.

ITEM – 15 Property vegetation plans

If the land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

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

ITEM – 16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the biodiversity Conservation Trust.

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

Note – Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

ITEM 17 – Biodiversity certified land

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

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

Note – Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

ITEM 18 – Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

Council has NOT received notification from the Land and Environment Court of NSW that the land is affected by an Order under Trees – (Disputes Between Neighbours) Act 2006.

ITEM 19 – Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.

The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note - In this section existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note – Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011

ITEM 20 – Western Sydney Aerotropolis

The State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not apply to land within the Maitland City Council local government area.

ITEM 21 – Development consent conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021* restricts occupation of development approved for seniors housing to:

- a) Seniors or people who have a disability
- b) People who live in the same household with seniors or people who have a disability,
- c) Staff employed to assist in the administration and provision of services to housing provided under this Part.

ITEM 22 – Site compatibility certificates and development consent conditions for affordable rental housing

Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –

- a) the period for which the certificate is current, and
- b) that a copy may be obtained from the Department.

If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

Any conditions of a development consent in relation to land that are kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

Note - No Seniors Housing development consent conditions apply to this land.

Note - In this section – Former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Council is unaware if a Site Compatibility Certificate (Affordable Rental Housing) has been issued in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009.

ITEM 23 – Water or Sewerage services

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Water and/or sewerage services are NOT, and are NOT planned to be, provided to the land under the Water Industry Competition Act 2006.

Note –

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licenses necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

Note. The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

Contaminated Land

- a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- b) The land to which this certificate relates is NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.
- c) The land to which this certificate relates is NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
- d) The land to which this certificate relates is NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
- e) Council has NOT been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for the land to which this Certificate relates.

Jeff Smith
General Manager

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Maitland NSW 2320

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All correspondence should be directed to: General Manager P.O. Box 220 Maitland NSW 2320



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

47A SCENIC

GILLIESTON HEIGHTS NSW

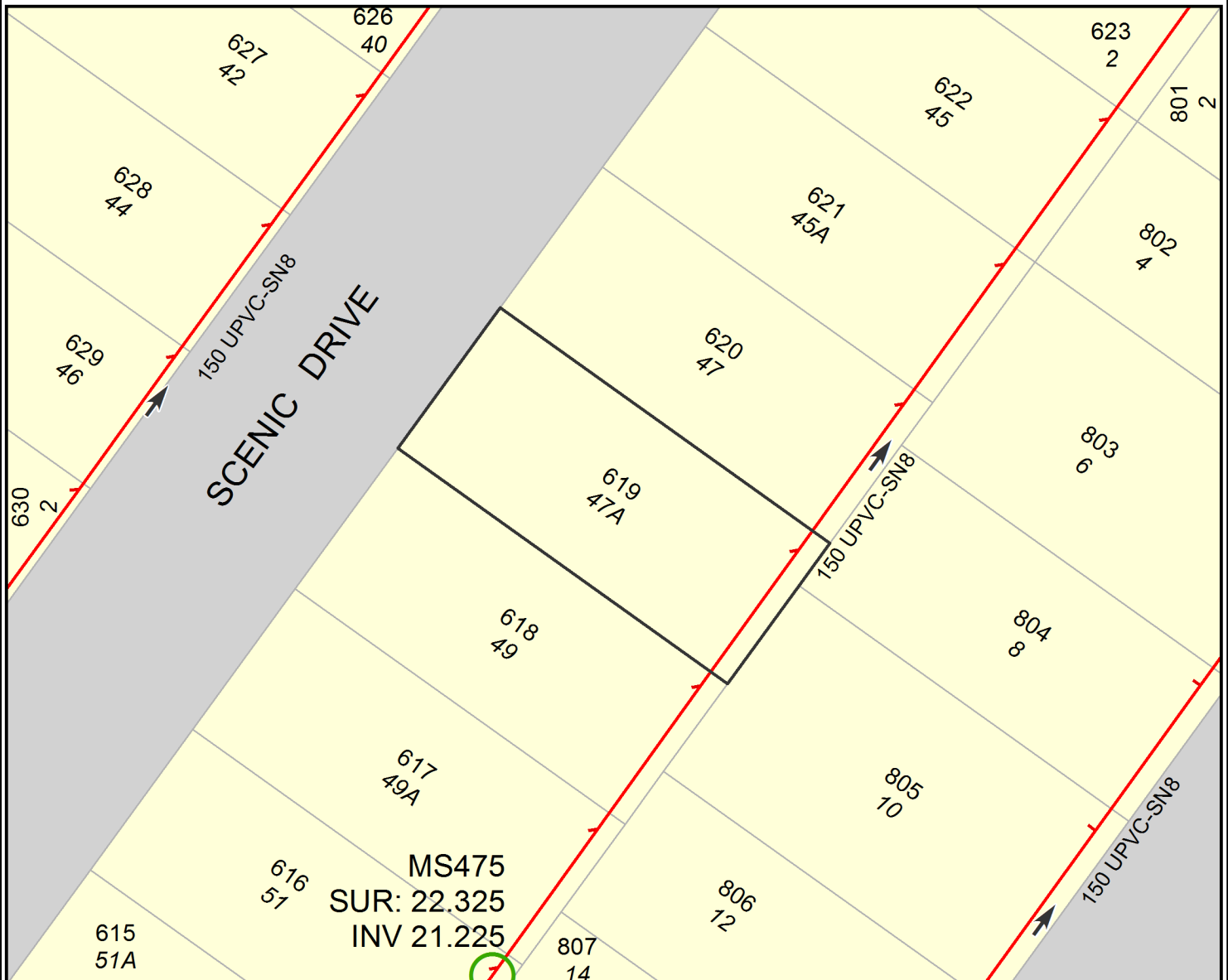
APPLICATION NO.: 2670360

APPLICANT REF: M 32516

RATEABLE PREMISE NO.: 5520988570

PROPERTY ADDRESS: 47A SCENIC DR GILLIESTON HEIGHTS 2321

LOT/SECTION/DP:SP: 619//DP 1175139



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

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

IMPORTANT:

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

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

Date: 1/10/2025

Scale at A4: 1:500

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CONTOUR DATA © AAMHatch
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UTILITY DATA
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