

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	FIRST NATIONAL MAITLAND 454 High Street, MAITLAND NSW 2320	Ph: 0408 270 313 E: pat@fnrem.com.au

co-agent
 vendor

vendor's solicitor

date for completion	See special condition 13	day after the contract date (clause 15)
land (address, plan details and title reference)	1 LAMBERT CLOSE, BOLWARRA Being Lot 2 in Community Plan DP271210 Known as folio identifier 2/271210	

improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies
	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space
	<input type="checkbox"/> none <input type="checkbox"/> other:
attached copies	documents in the List of Documents as marked or 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	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: Security System; Garage Remote; Water Tank; Plantation Shutter			

exclusions
 purchaser

purchaser's solicitor

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

contract date	(if not stated, the date this contract was made)
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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 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:		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	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

Choices

Vendor agrees to accept a **deposit-bond**☒ NO ☐ yesNominated **Electronic Lodgment Network (ELN)** (clause 4): PEXA**Manual transaction** (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, 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 a **GSTRW payment**
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide 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	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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 – <ul style="list-style-type: none"> • 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 party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> 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.

SPECIAL CONDITIONS

1. The vendor sells the property as it stands and the purchaser acknowledges that the property is being purchased in its present condition and state of repair and with any defects as regards the construction or repair of any improvements thereon and subject to any infestation and dilapidation and as a result of the purchaser's own inspection and should any fencing be found not to be on its correct boundary or that any give and take fences exist or that any boundaries of the property sold are not fenced the vendor shall not be liable to make any compensation in respect thereof or to erect or contribute to the expense of erection of any new fencing on its correct line or otherwise. The purchaser further acknowledges that the vendor has not, nor has anyone on the vendor's behalf, made any representations in respect of the property or any part thereof or any improvements thereon, other than as expressly set out in this Agreement.
2. The vendor has no survey certificate and the purchaser shall not require the vendor to obtain same. Should the purchaser desire such a survey certificate then it shall be obtained by and at the expense of the purchaser and the absence of or failure to obtain any such certificate shall not be deemed to be a defect in title.
3. If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. In the event that the vendor is entitled to issue a Notice to Complete, the purchaser shall allow as an adjustment on settlement the additional sum of \$375.00 plus GST per Notice, by allowance towards the legal costs of the vendor. It is agreed that this sum is in addition to any interest the vendor may be able to claim under this contract for late completion.
4. If the purchaser shall not complete this purchase by the completion date, without default by the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance purchase money, an amount calculated as ten per cent (10%) per annum interest on the balance purchase money, computed at a daily rate from the date immediately after the completion date to and including the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.
5. Notwithstanding clause 20.6, neither party shall serve any notice to complete, notice of rescission or notice of termination by facsimile transmission (fax).
6. Extension to Cooling Off Period

If a cooling-off period applies to this Contract then on each occasion that the Purchaser requests an extension of such cooling off period the Purchaser must on completion pay a further sum of \$295.00 plus 10% GST for the Vendors additional legal costs associated with dealing with the Purchasers request for such extension or extensions. These fees are agreed by the parties to be a reasonable pre-estimate of the Vendors costs incurred in dealing with each request. The payment of this/these fee/fees is/are an essential term of this Contract and the Vendor is not required to complete this Contract until such fee or fees are paid by the Purchaser
7. The purchaser hereby warrants that he has not been introduced to the property or the vendor in circumstances such as to give rise to a claim for commission by any licensed real estate agent arising out of this transaction save the parties revealed as the vendor's agent on the first page of this Agreement. The purchaser hereby acknowledges that the

only commission payable by the vendor will be the total commission payable on this contract according to the usual scale and agrees to indemnify the vendor with regard to any commission claimed in breach of his warranty herein together with all costs as may be incurred by the vendor in defending or settling any such claim. This clause shall not merge upon completion.

8. Notwithstanding any rule of law or equity to the contrary should the purchaser (or if more than one any of the purchasers) prior to completion die or become mentally ill or bankrupt (or if a Company goes into liquidation) then the vendor may rescind this Agreement by notice in writing forwarded to the said purchaser's solicitor named herein and thereupon this Agreement shall be at an end and the provisions of Clause 19 hereof shall apply.
9. If the Vendor on making this contract agrees to accept a deposit of less than ten per cent (10%) of the purchase price, then notwithstanding any other provision on this Contract, the deposit referred to on the front page will remain at ten per cent (10%) of the purchase price and shall be paid by instalments as follows: -
 - (a) Five per cent (5%) of the purchase price on the making of this Contract in accordance with clauses 2.1 and 2.2 of this Contract; .
 - (b) Five per cent (5%) of the purchase price by bank cheque to the Vendor or as the Vendor's Solicitor shall direct in writing, upon the earlier of:
 - i. The happening of any event which entitles the Vendor to forfeit the deposit paid and claim further relief under clause 9. If that occurs the Vendor shall, in addition, be entitled to sue the Purchaser for this unpaid instalment and recover it as a liquidated debt;
 - ii. The completion date.

The Purchaser acknowledges that the Vendor has agreed to accept the deposit by instalments at the Purchaser's request in earnest of the bargain, this contract and its performance by the Purchaser the full ten per cent (10%) deposit should the Purchaser's default under this Contract be such as to entitle the Vendor to forfeit all of the deposit paid or payable by the Purchaser.

10. The Vendor's rights under clause 7.1 shall arise where the Purchaser's claim exceeds 1% of the price (not 5%). The Vendor shall have a right to rescind under clause 8 if the Vendor is unable or unwilling to comply with the requisitions, regardless of the grounds.
11. In the event that a scheduled settlement is cancelled to a date following the scheduled day of settlement as determined by the terms of this Contract, due to no fault of the vendor, the purchaser shall allow as an adjustment on settlement the additional sum of \$375 plus GST per cancelled settlement, as an allowance towards the additional legal costs and disbursements incurred by the vendor in re-scheduling the settlement. It is agreed that this sum is in addition to any interest the vendor may be able to claim under this Contract for late completion. This clause shall not merge on completion.
12. Electronic Communication

This Contract may be signed in any number of counterparts with the same effect as if the signatures of each counterpart were on the same instrument.

Execution by either or both of the parties to the Contract of an email copy of this Contract and transmission by email of a copy of the Contract executed by that party or their

solicitors to the other party or the other party's solicitors shall constitute a valid and binding execution of this Contract by such party or parties.

For the purposes of Electronic Transactions Act 1999 (Cth) (as amended) and Electronic Transactions Act 2000 (NSW) (as amended) each of the parties' consent to receiving and sending the Contract electronically.

13. The parties hereto acknowledge and agree that completion of this Contract is subject to and conditional upon:-
- a. a Grant of Probate of the Will of the late FREDERICK WILLIAM FREEMAN being made to the vendors; and
 - b. the vendors being noted on the title to the subject property as registered proprietors by way of registration of a Transmission Application.
(As an alternative to b, the purchaser may agree not to require registration of the Transmission Application prior to settlement, but will accept on settlement a Transmission Application in registrable form, and subject to the approval of the purchaser's lender)

The parties hereto acknowledge and agree that completion of this Contract will be effected within 14 days of the vendors' solicitor notifying the purchaser's solicitor that the Grant of Probate has been issued.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/271210

SEARCH DATE	TIME	EDITION NO	DATE
9/5/2025	9:18 AM	2	27/5/2019

LAND

LOT 2 IN COMMUNITY PLAN DP271210
AT BOLWARRA
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MIDDLEHOPE COUNTY OF DURHAM
TITLE DIAGRAM DP271210

FIRST SCHEDULE

(T AP278220)

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/271210
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- * 4 BK 394 NO 732 LAND EXCLUDES ALL DRAINS, ROADS, EMBANKMENTS, FLOOD GATES AND DRAIN GATES NOW CONSTRUCTED
- 5 DP1252857 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1252857 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1252857 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 8 DP271210 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 9 DP271210 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT (DOC.1)
- 10 DP271210 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT (DOC.1)
- 11 DP271210 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT (DOC.1)
- 12 DP271210 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT (DOC.1)
- 13 DP271210 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT (DOC.1)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

9264 FREEMAN...

PRINTED ON 9/5/2025

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

VIDE INDEX TO DEPOSIT OF 5868

270 1/22 Book 5868

Wagon
 1/21
 first paid
 13/11

THIS Indenture

made the 10th day of January in the year of Our Lord One thousand eight hundred and eighty six Between Charles Sutherland of Newcastle in the colony of New South Wales Esquire and John Thompson Barristral of Sydney near Seaham in the said colony Esquire hereinafter called Vendors of the one part and Charles Boulton of Beluara near West Maitland in the said colony Farmer hereinafter called Purchaser of the other part Whereas the said Vendors as Trustees for Sale being entitled (inter alia) to the land and hereditaments hereinafter described and intended to be hereby granted forming portion of the Estate known as Beluara caused the same to be offered for sale by public auction at West Maitland aforesaid on the Twelfth day of September last by Messrs Brunker and Wolfe Auctioneers and at the said sale the said Purchaser became the purchaser thereof at or for the price of four thousand seven hundred and thirteen pounds 15/- free from incumbrances Now this Indenture witnesseth that in pursuance of the said sale and in consideration of the sum of Four thousand seven hundred and thirteen pounds fifteen shillings and sixpence or before the execution hereof paid by the said Purchaser to the said Vendors (the receipt whereof is hereby acknowledged) They the said Vendors do and each of them doth hereby grant bargain sell release and convey unto the said Purchaser his heirs and assigns ALL piece or parcel of land being portion Number four containing by admeasurement Twenty four acres and one perch more or less being a portion of the Two thousand and thirty acres originally granted to J. Brown (and known as Beluara) situated in the Parish of Middlehope County of Durham in the colony of New South Wales commencing at the North East corner of Number three and bounded on the South by the North boundary of that portion bearing west three degrees twenty eight minutes North one thousand one hundred and fifty nine links on the west by the East boundary of the same portion bearing north eight degrees twelve minutes east three hundred and one half links and again on the South by part of the North boundary of that portion bearing west three degrees forty four minutes North two hundred and thirty seven links and again on the west by a line bearing North four degrees forty nine minutes East one thousand one hundred and sixty five and three quarters links to the Tolson Road towards the North west by that Road bearing North sixty nine degrees thirty four and one half minutes East three hundred and seven links and again by the same Road bearing North seventy three degrees fifty four minutes East four hundred and ninety three and three quarters links to its intersection with a road thirty links wide on the North by that Road bearing East fourteen degrees one minute South two hundred and forty nine and one half links and again by the same road East twenty six degrees nine minutes South Four hundred and twenty five and one half links to the North west corner of Number fifty two and on the East by the West boundary of that portion bearing South five degrees west one thousand six hundred and forty six links to the point of commencement And also all that piece or parcel of land being portion Number fifty one containing by admeasurement Twelve acres two rods twenty eight and a half perches being a portion of the Two thousand and thirty acres originally granted to J. Brown And Witnesseth

And known as Belwara) situated as aforesaid commencing at the South East corner of Number thirty two and bounded on the West by the Eastern boundary of that portion North fourteen degrees thirty three minutes East two thousand and sixty four links on the North by a line bearing East twenty six degrees seven minutes South one hundred and twenty seven links on the East by a line bearing South fourteen degrees thirty three minutes West two thousand and sixty four links to a road thirty links wide and on the South by the North side of that Road bearing West twenty six degrees nine minutes North one hundred and twenty seven links to the point of commencement. And also all that piece or parcel of land being portion Number fifty two containing by advertisement fourteen acres three rods more or less being a portion of the Two thousand and fifty acres originally granted to J. Brown and known as Belwara situated as aforesaid commencing at the South West corner of Number fifty three and bounded on the South by part of the North boundary of Number fifty four bearing West three degrees twenty eight minutes North one thousand and thirty links on the West by a line bearing North five degrees East one thousand one hundred and forty six links to a road thirty links wide on the North by the South side of that Road bearing East twenty six degrees nine minutes South one thousand one hundred and thirty links to the North West corner of Number fifty three and on the East by the West boundary of that portion bearing South five degrees West one thousand two hundred and twenty six links to the point of commencement. And also all that allotment Number twenty three containing by advertisement one acre more or less being a portion of the Two thousand and thirty acres originally granted to J. Brown (and known as Belwara) situated as aforesaid commencing at the North West corner of allotment thirty four and bounded on the South by the North boundary of that allotment bearing East ten degrees and sixteen and one half links on the East by part of the West boundary of Number four bearing North four degrees forty nine minutes East one hundred and sixty three links on the North by a line bearing West two hundred and sixteen and one half links to the Salween Road and on the West by that Road bearing South five degrees forty nine minutes West one hundred and sixty three links to the point of commencement. And also all that part of the said parcels of land and the arrangements having made the land occupied by all drains roads embankments flood gates and drain gates now constructed in or upon the land hereby devised or partly in or upon the other land and partly in or upon the other land. SO THAT with way of easement and not of exception full right for the said Purchaser his heirs executors administrators and assigns and his and their tenants or other the occupiers of the embankments hereby devised to use and enjoy the said drains roads embankments flood gates and drain gates in common with the holders their heirs executors administrators and assigns and the other purchasers of portions of the said Belwara estate. And with all buildings erections commons fences hedges ditch rights ways waters water courses liberties members privileges easements and appurtenances whatsoever to the said land and hereditaments belonging or in anywise appurtenant or usually held used occupied or enjoyed heretofore or reputed to belong or be appurtenant thereto. And all the estate right title interest benefit claim and demand whatsoever of the said Vendor either in Law or in Equity in and to the said land hereditaments and premises and every part thereof. Reserving nevertheless unto the said Vendor their heirs executors administrators or assigns or any of them full power to enter on the said land for the purpose of repairing or clearing any of the roads drains embankments flood gates or drain gates now constructed in or running through the said land in case of failure so to do by the person or persons estably liable in that respect after reasonable notice To Have and To Hold the said land hereditaments and premises hereby granted and released or expressed so to be with the appurtenances unto and to the use of the said Purchaser his heirs and assigns for ever. And each of

And the said vendors do hereby for himself his heirs executors and administrators COVENANT with the said Purchaser his heirs and assigns That in the covenanted party has not made done or executed any act deed matter or thing whereby the hereditaments hereby assigned or may be charged incumbered or otherwise prejudicially affected and the said vendors as to the deeds and writings hereinafter mentioned and the acts of themselves respectively and of their respective heirs executors and administrators in relation thereto so long as the said deeds and writings shall be or ought to remain in their custody or power and also for the purpose of binding their assigns so far as it is competent for them to do without creating any liability on their part for the acts of their assigns but not further or otherwise do hereby for themselves their heirs executors administrators and assigns COVENANT with the said Purchaser his heirs and assigns that they the said vendors their heirs or assigns will at all times hereafter unless prevented by fire or other inevitable accident upon every request and at the cost of the said Purchaser his heirs or assigns or any of them or any person or persons having or claiming through him or them any estate or interest in the said land hereditaments and premises hereby granted or any part thereof produce or cause to be produced in the said conveyance to him or them or his or their agent or solicitor or such other person or persons as he or they shall direct or in the course of any judicial or other proceedings or otherwise as occasion shall require all or any of the said deeds and writings mentioned in the schedule hereunder written for the proof defence and support of the title and possession of the said Purchaser his heirs or assigns or any such other person or persons as aforesaid to the said premises or any part thereof and will permit the same to be examined inspected or given in evidence and will also at the like request and cost of the said Purchaser his heirs or assigns or any such other person or persons as aforesaid make and furnish or cause to be made and furnished to him or them such true attested or other copies or abstracts of or extracts from the same deeds and writings respectively as he or they may require and will keep the same deeds and writings safe whole and unimpaired for or other inevitable accident only excepted. Provided always which it is hereby declared that in case the said deeds and writings herebefore covenanted to be produced or any of them shall at any time hereafter be delivered by the holder or holders thereof to any other person or persons lawfully entitled to the custody thereof and such person or persons shall thereupon deliver to the said Purchaser or to the person or persons for the time being entitled to the benefit of the covenant for production herebefore covenanted and without expense to him or them a certificate for production and furnish true copies of the deeds and writings which shall have been so delivered except insofar as the covenant herebefore covenanted (except in respect of any breach thereof) shall hereafter be null and void as regards the deeds and writings to which the said covenant shall relate until the said Purchaser or the hereafter his heirs executors administrators and assigns hereby COVENANT with the said vendors their heirs executors administrators and assigns That the said Purchaser his heirs executors administrators and assigns will at all times hereafter keep open repair and claim to the present use the land with the thereof such drains or such portions of drains as pass through the land above described and shall keep the same drains and claim the half of any drain bounding the land by right which shall be on his or their side and shall also keep any or all drains now existing on or bounding the said land to its present height and width unless the same shall be in such a way damaged by floodwaters and shall in that case be bound to repair the same and shall not build up or alter the same in any way so as to interfere with any floodgate or other long dam or gate which may hereafter be placed or constructed in any such drain or of any purpose of repairing and restoring any such drain or gate erected on any part of the above land which may be a sheet drain or impinged by floodwater common with the owner or owners of the riparian of the said estate. In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

The Deeds etc. referred to
 30th June 1823 Grant from the Crown to John Brown of Seven Lunsford road

Andrew Vile

From: Andrew Vile
Sent: Friday, 9 May 2025 9:25 AM
To: Bob Partridge; vamcentyre@gmail.com; VICKI McEntyre
Subject: Estate Late Daphne Norma Partridge
Attachments: Ltr to Exec when appointment to be made 9.5.25.pdf

Dear Bob and Vicki,

Please see letter attached.

Regards

Andrew Vile
Vile & Vile
Solicitors
16 Elgin Street, Maitland 2320
Ph: 02 4933 5607



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**COMMUNITY MANAGEMENT STATEMENT
SUBDIVISION OF LOT 2 of DP 1257857**

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19 02 04

TERMS OF INSTRUMENT NOT CHECKED
IN NSW LAND REGISTRY SERVICES

REGISTERED



7.5.2019

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Approved Form 28

COMMUNITY SCHEME WITHIN LOT 2 of DP1252857
COMMUNITY LAND DEVELOPMENT ACT, 1989
COMMUNITY LAND MANAGEMENT ACT, 1989

COMMUNITY MANAGEMENT STATEMENT

The terms of this management statement are binding on the community association, each subsidiary body within the community scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a community development lot, precinct development lot, community lot or strata lot within the community scheme.

PART 1

BY-LAW 1: BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-Laws relate to the control and preservation of the essence or theme of the Community Scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association (see Section 17(2) of Management Act).

- 1.1 The purpose of the Community Scheme is to provide for the use and operation of the land in the form of a residential estate.

BY-LAW 2: ARCHITECTURAL STANDARDS AND LANDSCAPING STANDARDS

- 2.1 The Community Association does not propose to prescribe landscaping and architectural standards different to any such standards imposed by the Council when giving consent to the Community Scheme.
- 2.2 Each proprietor of a lot must comply with the landscaping and architectural requirements of the Council so far as they concern a lot in the Community Scheme.

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BY-LAW 3: MAINTENANCE AND USE OF LANDSCAPED AREAS

- 3.1 A proprietor or occupier of a Lot must keep their Lot in a clean, tidy and good repair and condition.
- 3.2 A proprietor or occupier of a Lot must carry out all maintenance and repairs in a proper and workmanlike manner to the reasonable satisfaction of the Community Association.

BY-LAW 4: USE OF THE COMMUNITY PARCEL

- 4.1 Owner's and Occupiers must, unless otherwise directed or permitted by the Association use, effect all maintenance and repairs to the Lot and improvements on the Lot in accordance with the terms of this Management Statement and in compliance with any development consent conditions issued by Council.

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PART 2

BY-LAW 5: RESTRICTED COMMUNITY PROPERTY

These by-laws may only be amended after the expiry of the initial period by a special resolution and with the written consent of each person entitled by the by-law to use the restricted community property (see Section 54 of Management Act).

- 5.1 There is no restricted property within the Community Scheme.

PART 3

MANDATORY MATTERS

BY-LAW 6: OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS

- 6.1 Part of the Community Property has been set apart as Open Access Way as detailed on the attached Open Access Way Plan.
- 6.2 The Community Association is responsible for the control, management, use and maintenance of the open Access Way.
- 6.3 There are no Private Access Ways within Community Scheme.

BY-LAW 7: PERMITTED USES OF AND SPECIAL FACILITIES ON THE COMMUNITY PROPERTY

- 7.1 There are no special facilities provided on the Community Property.
- 7.2 The Community Association may appoint a contractor who will be responsible for the maintenance of the Community Property where necessary.
- 7.3 All lot owners in the Community Scheme have equal rights to the quiet enjoyment of the Community Property.

BY-LAW 8: INTERNAL FENCING

- 8.1 A proprietor or occupier of a Lot may fix or place a fence on that Lot provided that:
- (a) It is consistent with the approval of the Council (if required); and
 - (b) the proprietor or occupier of that Lot is at its cost responsible for the

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maintenance, installation and removal of such fence; and

- (c) it is of a kind commonly or usually used in a residential development.

BY-LAW 9: GARBAGE

9.1 A proprietor or occupier of a Lot:-

- (a) All lots for the purpose of having garbage collected shall not more than twelve hours before the time at which garbage is normally collected, place the receptacle in the council road reserve on Paterson Road or within an area designated for that purpose by the Community Association;
- (b) when the garbage has been collected shall promptly return the receptacle to his Lot; and
- (c) shall not leave anything in the receptacle of the proprietor or occupier of any other Lot except with the permission of that proprietor or occupier; and
- (d) shall promptly remove anything which he or the garbage collector may have spilled from the receptacle and shall take such action as may be necessary to clean the area within which that thing was so spilled; and
- (e) shall at all times meet the requirements of the relevant authority and the Community Association.

BY-LAW 10: SERVICES

10.1 Water and sewer services will be supplied by Hunter Water Corporation to the boundary of the lot owned by the Community Association. The services will be supplied to the lots in accordance with the Services Plan.

10.2 If the Community Lots are not able to be separately metered with service providers, the Community Association are responsible for the provision and maintenance of the internal water and sewer services and for the payment of Hunter Water Corporation accounts. The Lot Owners will reimburse the Community Association of their share of any relevant account.

10.3 (a) Electricity will be delivered to the scheme by Ausgrid or its successor.

(b) Telecommunication services will be delivered to the scheme by NBN or its successors.

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(c) Natural gas will be delivered to the scheme by Jemena or its successors

- 10.4 All the internal lines of these services within the Community Property will be maintained by the Community Association.
- 10.5 Other services may be provided to any Community Lot at the expense of the proprietor of the Lot(s) benefiting from the service. These services may be located within the Community Property with the consent of the Community Association. This consent shall not be withheld provided that the Community Association is given satisfactory written assurance that:-
- (a) the services are located a minimum 400mm below ground level at the time of construction of the service line;
 - (b) construction of the service facilities will not interfere with existing services;
 - (c) the location of the services will result in no loss to any Lot proprietors or the Community;
 - (d) any existing amenity or enjoyment right is preserved;
 - (e) all reasonable precautions are taken to ensure as little disturbance as reasonably possible to other owners of lots in the association and the surface will be restored to as close as possible to its original condition.
- 10.6 The Developer acknowledges Hunter Water Dealing E476715 applies to the development.

BY-LAW 11: INSURANCE

11.1 The Community Association must review, on an annual basis:-

- (i) All insurances effected by it; and
- (ii) The need for new or additional insurances.

11.2 Notice of an Annual General Meeting must:-

- (i) Include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended; and
- (ii) For every fifth Annual General Meeting be accompanied by a written

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valuation of all buildings, structures and other improvements on Community Property (if any) made by a qualified valuer.

11.3 The Community Association must immediately;

- (i) Effect new insurances; or
- (ii) Vary or extend existing insurances

If:

- (i) There is an increase in risk; or
- (ii) A new risk

11.4 A proprietor or occupier of a Community Lot must not, except with the approval of the Community Association do anything that might:-

- (i) Void or prejudice insurance effected by the Community Association; or
- (ii) Increase any insurance premium payable to the Community Association.

BY-LAW 12: COMMUNITY EXECUTIVE COMMITTEE PROCEEDINGS CONSTITUTION

12.1 The Community Executive Committee of the Community Association must be established in accordance with Division 2 of Part 2 of the Management Act.

MEETINGS

12.1 The Community Executive Committee will subject to legislative requirements and otherwise detailed herein, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

12.2 The secretary or the member of the Community Executive Committee who convenes a meeting must before the Community Executive Committee holds a meeting, issue Notice of the Meeting to all residents stating:-

- (i) The notice of intention to hold the meeting; and
- (ii) The proposed agenda for the meeting.

MEETING AGENDA

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12.4 The agenda for a meeting must include details of all business to be dealt with at that meeting.

12.5 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

PLACE OF MEETINGS

12.6 The secretary or in their absence any member of the Community Executive Committee must, at the request of not less than one-third of the members of the Community Executive Committee, convene a meeting within a period of time specified in the request or, if no time is specified, within 14 days of the making of the request.

OUT OF MEETING DETERMINATIONS

12.7 Where:

- (i) This By-Law has otherwise been complied with in relation to the requirements to schedule a meeting;
- (ii) Each member of the Community Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (iii) The resolution has been approved in writing by a majority of members of the Community Executive Committee.

Then the resolution will, subject to Section 38(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Community Executive Committee even though the meeting was not held.

RIGHT OF PROPRIETOR TO ATTEND MEETINGS

12.8 A proprietor of a Community Lot or, where the proprietor is a corporation, the company nominee of the corporation may attend a meeting but that person may not address the meeting unless authorised by a resolution of the Community Executive Committee.

MINUTES OF MEETINGS

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- 12.9 Minutes of meetings must be kept properly and held with the minutes of the General meetings of the Community Association.

ISSUE OF MINUTES

- 12.10 The Community Executive Committee must, within 7 days after holding a meeting, issue a copy of the minutes of that meeting to each resident.

FUNCTIONS OF THE SECRETARY

- 12.11 (i) The preparation and distribution of minutes of the meetings of the Association and the submission of a motion for confirmation of the minutes of any meeting of the Association or the Executive.
- (ii) The giving on behalf of the Association and The Executive Committee, the notices required to be given under this Act.
- (iii) The maintenance of the Association Roll.
- (iv) The supply of the information on behalf of the Association in accordance with Schedule 4 of the Management Act.
- (v) The answering of communications addressed to the Association.
- (vi) The convening of meetings of the Executive Committee and (apart from its First Annual General Meeting) of the Association.
- (vii) Attendance to matters of an administrative or secretarial nature in connection with the exercise or performance, by the Association or the Executive Committee, of its respective functions.

FUNCTIONS OF THE TREASURER

- 12.12 (i) The giving of notification to the proprietors of any contributions levied pursuant to the Management Act.
- (ii) The receipt, acknowledgement and banking of and the accounting for any money paid to the Association.
- (iii) The preparation of any Certificate applied for under Schedule 4 Management Act.

SUB-COMMITTEES

- 12.13 The Community Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:

- (i) Conduct investigations
- (ii) Perform duties and functions on behalf of the Community Executive Committee; and
- (iii) Report the findings of the sub-committee to the Community Executive

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Committee.

NO REMUNERATION

- 12.14 Members of the Community Executive Committee are not entitled to any remuneration for the performance of their functions but are entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of their functions

PROTECTION OF COMMUNITY EXECUTIVE COMMITTEE MEMBERS FROM LIABILITY

- 12.15 No member of the Community Executive Committee shall be liable for any loss or damage occurring by reason of an act done in their capacity as a member of the Community Executive Committee except where the loss or damage occurs as a result of fraud or negligence on the part of that Executive Committee member.

CONTRIBUTION

- 12.16 The Community Association may recover as a debt a contribution not paid at the end of 1 month after it becomes due and payable, together with any interest payable under Section 20A of the Management Act and the expenses of the Community Association incurred in recovering those amounts Interest paid or recovered forms part of the fund to which the relevant contribution belongs.

PART 4

OPTIONAL MATTERS BY-LAW 13: ROAD RULES

- 13.1 There are no Private Access Ways within the Community Scheme.

BY-LAW 14: STATUTORY EASEMENTS

- 14.1 Easements are to be created over service lines within the scheme and a copy of the service works plan is annexed to this statement.

BY-LAW 15: BUILDINGS

- 15.1 No lots will be permitted to have more than one dwelling constructed onto a lot with the exception of a granny flat.
- 15.2. For clarity a duplex, townhouse, flat or villa is included as being more than one dwelling.

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BY-LAW 16: MAINTENENCE OF BUILDING ON LOT

- 16.1 The proprietor or occupier of a lot shall keep the lot including, without limitation, the exterior of the building on the lot clean and tidy and in good repair and condition.
- 16.2 The Association may give notice to the proprietor, lessee or occupier of a lot requiring such proprietor, lessee or occupier to comply with the terms of this statement.

BY-LAW 17: RULES

- 17.1 The Association may make rules relating to the control, management, operation, use and enjoyment of the Community Parcel including, without limitation:
- (a) the control, management, operation and use of Community Property;
 - (b) the supply of any additional Services. (the Rules)
- 17.2 The Association may at any time add to or change the Rules. An addition or change to a Rule must not be inconsistent with the Management Act, the Development Act and this statement.
- 17.3 Rules bind the Association, Owners and Occupiers.

BY-LAW 18: RESTRICTIONS ON PARKING

- 18.1 A proprietor or occupier of a Lot must not park a motor vehicle or any other vehicle on the Community Property.
- 18.2 A proprietor or occupier of a Lot must not park a motor vehicle or any other vehicle within the Community Scheme unless it is parked in an approved or allocated parking space designated by the Community Association from time to time as being an area where a vehicle may be parked by a proprietor or occupier of a Lot.

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BY-LAW 19: COMMUNITY ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS

19.1 The Community Association may, on its own behalf, contract with persons to:

- (a) provide management, operation or maintenance and other services in connection with Community Property;
- (b) provide services or amenities to the proprietors or occupiers of Lots;
- (c) provide other services or amenities to Community Property or the proprietors or occupiers of the Lots.

BY-LAW 20: CONTROL OF OCCUPIERS

20.1 All proprietors renting Lots must provide any occupier, lessee or licensee with a copy or summary of this Management Statement and take all reasonable steps to ensure that the lessee or licensee or occupier of the Lot complies with this statement, the bylaws and any other documents governing the Community Scheme. If any matter is prohibiting a proprietor or occupier of a Lot from doing a thing, the proprietor or occupier must not allow or cause another person to do that thing.

BY-LAW 21: COMMUNITY ASSOCIATION'S RIGHT TO REMEDY

21.1 The Community Association may do or carry out a task at the expense of the proprietor of a Lot if:-

- (a) that task was required to be done by a proprietor or occupier of the Lot; and
- (b) the proprietor or occupier of the Lot failed to carry out the task within a reasonable time after receipt of written notice to do so.

BY-LAW 22: DEBTS TO COMMUNITY ASSOCIATION

22.1 If moneys are owing to the Community Association and have not been paid, the Community Association may recover such moneys owing under the By-Laws as a debt.

BY-LAW 23: NON-LIABILITY OF COMMUNITY ASSOCIATION

23.1 Excepting negligence or fraud of the Community Association or any employee of

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the Community Association, the Community Association will not be liable for damage to or loss of property or injury to any person on any Lot or on the Community Property.

BY-LAW 24: INTEREST ON OVERDUE MONEY

- 24.1 Interest must be paid by a proprietor or occupier of a Lot to the Community Association on any amount other than a contribution levied by the Community Association under the Management Act, that has become due for payment and remains unpaid from and including the date it becomes due for payment.
- 24.2 During the period that an amount remains unpaid, after demand or notification by the Community Association, interest will be calculated on daily balances at the rate equal to two per centum per annum above the rate quoted from time to time by the Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of \$100,000.00.

PART 5

BY-LAWS REQUIRED BY A PUBLIC AUTHORITY

BY-LAW 25: ON-SITE DETENTION

- 25.1 Each Owner must install drainage designed to detain stormwater within the Lot to control on-site and downstream flooding using an on-site stormwater detention system installed in accordance with Council requirements (OSD System).
- 26.2 Each Owner must maintain and repair the OSD System on its lot and, if necessary, replace the OSD System to the satisfaction of the relevant Council.
- 26.3 Each Owner must comply with directions given by the Community Association at the time for the maintenance and operation of the OSD System to control on-site and downstream flooding emanating from the Lot and the Community Parcel.

PART 6

DEFINITIONS, INTERPRETATION AND GENERAL

- 27.1 "Annual General Meeting" means an annual general meeting of the Community Association other than the first annual general meetings.

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"Association Property" means the Community Property and any buildings, other fixtures or improvements and any personal property of the Community Association and includes all Service Lines located in the Community Property providing private services or in any easement of which the Community Association has the benefit.

"Authorised Visitor" means a person on the Community Parcel with consent express or implied of an Owner or Occupier of a Lot, the Community Association or a Subsidiary Body, and any service provider.

"By-Law" means a By-Law in this Management Statement.

"Community Association" means the corporation that is constituted by Section 25 of the Development Act on the registration of the Community Plan; and is established as a community association by section 5 of the Act.

"Community Parcel" means the land the subject of the Community Scheme.

"Community Plan" means the Deposited Plan creating this community scheme

"Community Property" means lot 1 in the Community Plan.

"Council" refers to the relevant Council of the area.

"Development Act" means the *Community Land Development Act 1989* and regulations made under it.

"Executive Committee" is the executive committee of the Community Association.

"Lot" means a Community Development Lot, Neighbourhood Lot, Strata Lot or Precinct Lot in the Community Scheme or in a Subsidiary Scheme.

"Management Act" means Community Land Management Act 1989 and regulations made under it.

"Open Access Way" Open Access Way" means an open access way under section 41 of the Development Act.

"Owner" means an owner of a Lot.

"Services" means Private Services, Statutory Services and/or Security Services

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(as the case may be).

"Service Line" is pipe, wire, cable, duct or pole by which a Statutory or Government Agency or the Community Association provides a Service.

"Service Provider" is a statutory or Government Agency or other entity that provides Services.

"Services Plan" means the Services Plan as a part of this Management Statement.

"Statutory Service" is service provided by a Statutory or Government Agency that provides a Service.

"Treasurer" means the Treasurer of the Executive Committee.

27.2 In these By-laws, unless the contrary intention appears:

- (i) A reference to an instrument includes any variation or replacement of it;
- (ii) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (iii) The singular includes the plural and vice versa;
- (iv) The word 'person' includes a firm, a body corporate, an association or an authority;
- (v) A reference to a person includes a reference to the persons executors, administrators, successors, substitutes (including, without limitation, persons taking by notation) and assigns; and
- (vi) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.

27.3 Headings are inserted for convenience and do not affect the interpretation of this Community Statement.

27.4 If the whole or part of a provision of the By-Laws is void, unenforceable or illegal it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

27.5 The Community Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or

DP271210

partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

- 27.6 The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers and remedies provided by law independently of the By-Laws.
- 27.7 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person, deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for which or who serves substantially the same purposes or subject of that authority, institute, association body or officer

SIGNATURES, CONSENTS AND APPROVALS

Execution by the original proprietor

Executed by Bolwarra Holdings

Pty Ltd ACN 613 886 758

without seal in accordance with s127(1)

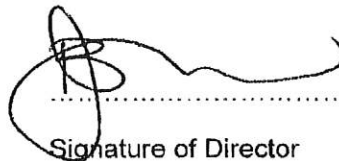
of the Corporations Act 2001

)

)

)

)



Signature of Director

Bradley Stewart Everett

Name of Director



Signature of Director

Geoffrey William O'Shea
Name of Director

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Certificate of Approval

It is certified:

- (a) That the consent authority has consented to the development described in
Development Application No and
- (b)
- (c) That the terms and conditions of this management statement are not inconsistent
with that development as approved

Date:

Execution of consent authority

Mortgagee under Mortgage No. AM 867 000
Signed at EAST MAITLAND this 10 day of APRIL
2019 for National Australia Bank Limited ABN 12 004 044 937
by SHANE HANDLE its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 2 Attorney [Signature]
Witness Signature [Signature]
Witness Name Karen La Kay
Witness Address 15 MITCHELL DR, EAST MAITLAND
NSW 2323.

DP271210

Certificate of Approval

It is certified:


- (a) That the consent authority has consented to the development described in Development Application No 17-2702..... and
- (b) That the terms and conditions of this management statement are not inconsistent with that development as approved

Date: 10.4.19.....

Execution of consent authority .....

LEANNE HARRIS
COORDINATOR DEVELOPMENT
ASSESSMENT

WITNESS

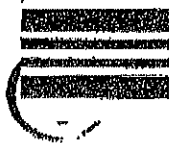

KAREN SCHRODER
285 HIGH ST MAITLAND

ePlan

DP271210

Req:R244061 /Doc:DL E476715 /Rev:05-Sep-1997 /Sts:OK.OK /Pgs:ALL /Prt:12-Apr-2019 05:38 /Seq:1 of 3
Ref:17661 /Src:M

RP 63



MEMORANDUM



E
476715 V

	of	
\$		

D

Insert name of relevant bank, building society, or other mortgagee, lessor, firm etc.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for this section, mortgage, charges etc.

Changes are to be signified consecutively from number 1.

On behalf of I certify that this memorandum (comprising _____ page(s)) contains the provisions which are deemed to be incorporated in such as refer to this memorandum.

On behalf of the HUNTER WATER CORPORATION LIMITED A.C.N. 053 102 837, I certify that this Memorandum comprising 3 pages contains provisions that are ancillary rights and obligations to the rights and obligations conferred on the HUNTER WATER CORPORATION LIMITED by Section 36 of the Community Land Development Act 1989 and are to be incorporated by reference into such public authority by-laws in community management statements under the Community Land Development Act as refer to this Memorandum.

DATED this 18th day of May 1992.

Executed for and on behalf of HUNTER WATER CORPORATION LIMITED by its duly constituted Attorney PAUL ANTHONY BROAD pursuant to Power of Attorney Registered No 823 Book 3867 who is personally known to me

Paul Anthony Broad
PAUL ANTHONY BROAD

THE STANDARD MARKING QUALITY OF PAPER AND INK REQUIRED BY THE ACT, REGULATIONS, ACT REGULATIONS, THE DECISION OF THE COURT AND IN ANY AMENDMENT.

Stephen Stibbard
STEPHEN STIBBARD
SOLICITOR, NEWCASTLE

Without limiting the generality of Section 36 of the Community Land Development Act 1989 the following provisions shall apply:-

1. Definitions

"Community Parcel" means land in a community title scheme and referred to in a relevant community plan, precinct plan, neighbourhood plan or strata plan.

"Grantor" means the registered proprietor of the Land from time to time.

"Land" means any part of the Community Parcel to which the Statutory Easement applies.

"Proprietor" means a registered proprietor from time to time of each lot burdened by the Statutory Easement.

"Service Provider" means without limitation, Telecom Australia, A.G.L., Newcastle Limited, Shortland County Council, The Council of the City of Newcastle, The Council of the City of Greater Cessnock, The Council of the Shire of Port Stephens and any other relevant authorities or corporations but excluding the Hunter Water Corporation Limited.

"Statutory Easement" means a statutory easement within the meaning of Section 36 of the Community Land Development Act, 1989 in respect of any works for water supply purposes and sewerage referred to in a relevant community plan, precinct plan, neighbourhood plan or strata plan.

TO BE COMPLETED BY LODGING PARTY

Insert the name, postal address or document exchange reference, telephone number and delivery box number.

LODGED BY	THOMAS KENYON & SON
	LAW STATIONERS,
	FIRST FLOOR, THE CENTREPOINT,
	SYDNEY
	D.X. 495 PHONE: 291-8739
Delivery Box Number	93H M.W.O.

Filed in the Office of the REGISTRAR GENERAL on 9 / 6 / 1992.

Registrar General

DP 271210

ePlan

Req:R244061 /Doc:DL E476715 /Rev:05-Sep-1997 /Sts:OK.OK /Pgs:ALL /Prt:12-Apr-2019 05:58 /Seq:2 of 3
Ref:17661 /Src:M

MEMORANDUM (continued)

"Corporation" means the Hunter Water Corporation Limited its agents, servants, workmen and contractors.

"Works" means pipe lines, mains, drains, distributory reticulating and other works, including pumping stations with fittings and appurtenance thereto as shown on a relevant prescribed diagram forming part of a community plan, precinct plan, neighbourhood plan or strata plan.

THE STANDARD
MARGINS, QUALITY
OF PAPER AND
PRESCRIPTIONS BY
REGULATION 6
REAL PROPERTY
ACT REGULATIONS,
WHICH SHALL BE
MAINTAINED IN
THIS FORM AND IN
ANY ANNEXURES.

2. The Corporation has full free right liberty and licence from time to time and at all times to construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use the Works in and through the Land and upon or at such depths or levels below the surface thereof as in the Corporation's opinion is required and to sue the Works for water supply purposes and sewerage purposes and to remove any such Works and substitute in lieu thereof any new Works.
3. The Corporation has full and free right liberty and licence to convey and drain water and sewage, with any associated matter and debris, from the Works in any quantities across and through the Land, together with the right to use any line of pipes, sewer or drains already laid within the Land for purposes of draining water and sewerage or any pipe, pipes sewer, and or drains in replacement or in substitution thereof. This right, liberty and licence shall be in addition to that provided in Clause 16 hereof.
4. The Corporation has the right of support at all times for the Works as shall for the time being be in or upon the Land.
5. The Corporation has full and free right liberty and licence to enter, go, return, pass and pass with or without animals or vehicles or both upon, along and over the Community Parcel at any hour of the day or night and make and sink excavation shafts and cuttings in and through the Land and bring and place thereon and remove therefrom any such plant, machinery, materials, implements, tools, articles and things as the Corporation shall think fit and the Corporation shall have key access where entry is denied or restricted to other persons (including Proprietors) by way of locks and other security services.
6. The Grantor agrees that at all times vehicular access of not less than 4.5 metres wide must be provided adjacent to the Works to enable the Corporation access to carry out its operational and maintenance activities.
7. The Grantor agrees that the Corporation will have available to it at all times working space of:
 - (a) Two metre radius either side of the centre line of a water main, and
 - (b) variable area either side of the centre line of a sewer line being the minimum safe working area at surface level required by the Department of Industrial Relations relevant to the depth and size of the sewer.
8. This Memorandum in no way derogates or reduces the rights, powers and authorities of the Corporation at law or otherwise.
9. The Grantor agrees that no drain, pipe, conduit or wire which is not the property of the Corporation may be laid, constructed or maintained within the vertical stratum extending 350mm horizontally on either side of the pipe exterior incorporated in the Corporation's Works other than private service lines or connections and services laid by Service Providers that would cross the Corporation's Works in a transverse direction with a minimum vertical clearance of 150mm.
10. The Proprietor shall accept full responsibility for the maintenance of individual domestic water and sewerage services connected to the Corporation's Works provided that the Proprietor shall at all times bear all risk of and responsibilities in connection with damage to any drain, pipe, conduit or wire which is the property of the Community Association or a Proprietor laid within the Land where such damage arises from the Corporation's authorised operation and maintenance activities.
11. The Corporation will at no time bear the risk of or be responsible for any damage to the Corporation's Works including damage arising from the construction or maintenance of any road surface kerb and guttering and or other associated works.

(For continuation, see annexure(s) hereto)

DP 271210

ePlan

Req:R244061 /Doc:DL E476715 /Rev:05-Sep-1997 /Sts:OK.OK /Egs:ALL /Prt:12-Apr-2019 05:58 /Seq:3 of 3
Ref:17661 /Src:Main

-3-

THIS IS THE ANNEXURE TO THE MEMORANDUM MADE BY HUNTER WATER CORPORATION LIMITED AND
DATED 12th DAY OF May 1992.

12. The Corporation will at no time bear the risk of or be responsible for any damage to any drain, pipe, conduit or wire laid which is the property of the Community Association where such damage arises from the Corporation's authorised operation and maintenance activities.
13. The Grantor agrees that no retaining wall, fence, structure, rockery or any type of permanent landscape works may be placed upon the Land nor will any pathways other than slabs or blocks easily removable by 2 adult persons be placed upon the Land and the Grantor at all time bears all risk of and responsibility in connection with any damage arising from the construction, operation or maintenance of such pathways.
14. The Grantor agrees that no structures, improvements of any kind (other than pathways permitted under Clause 13) or trees, shrubs or plants (other than grass) can be placed:
 - (a) upon the Land in which is located a sewer line without the prior written consent of the Corporation;
 - (b) upon the Land in which is located a watermain absolutely.
15. The Grantor agrees that it will not, neither will it permit another person to, cover, fence or obscure surface fittings for manholes, lampholes, hydrants and stop valves at any time.
16. The Grantor will ensure that there is provision for safe drainage of water from flushing and cleaning of mains.
17. The Corporation will be responsible only for making safe the surface of the Land after carrying out any works.
18. The Grantor agrees that, without the consent of the Corporation, there will be:
 - (a) no stacking of materials;
 - (b) no alteration of surface levels; and
 - (c) no parking of vehicleson any part of the Land.

TERMS OF INSTRUMENT NOT CHECKED
IN NSW LAND REGISTRY SERVICES

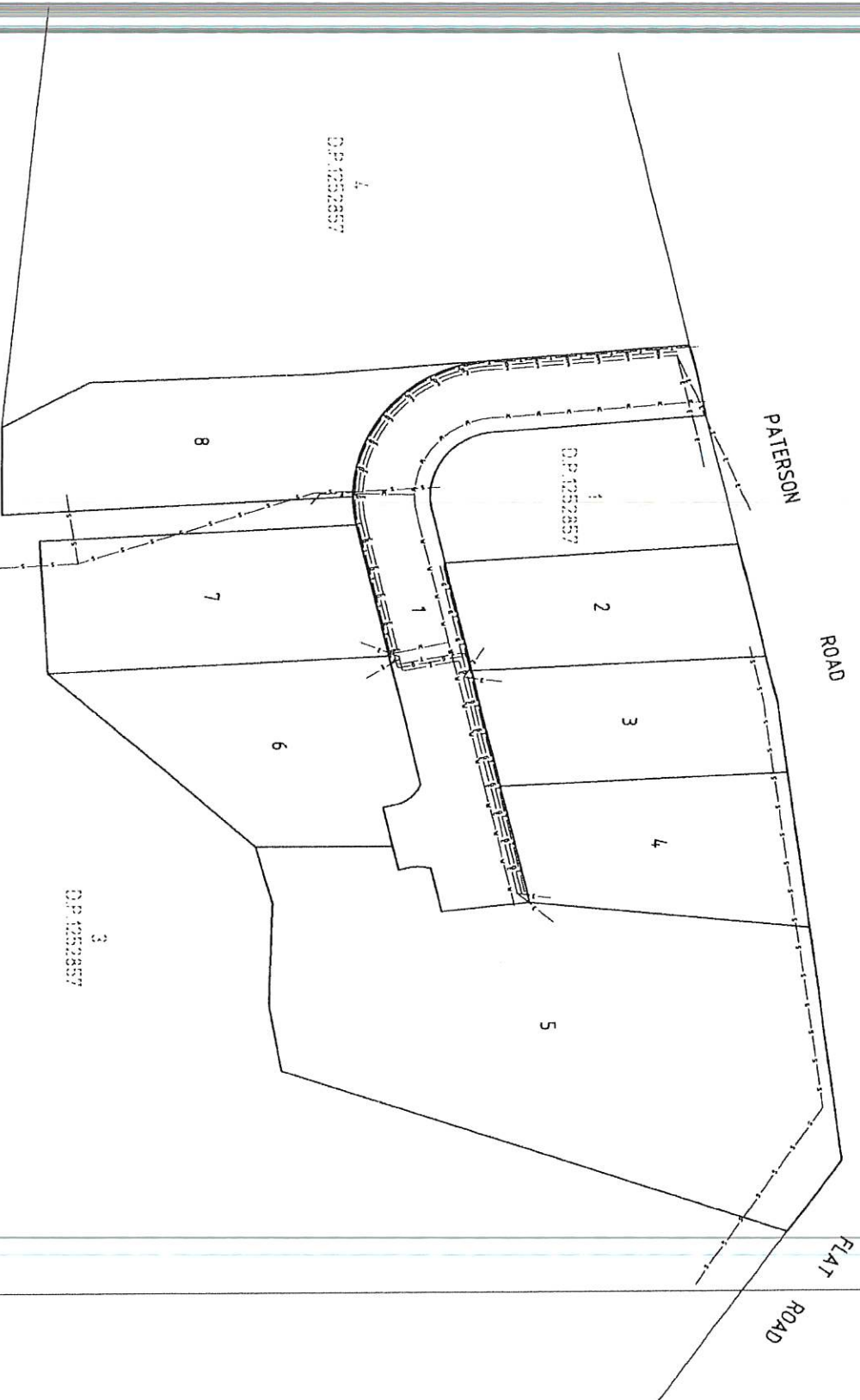
REGISTERED



7.5.2019

MANAGEMENT STATEMENT
SHEET 22 OF 23 SHEETS

M. C. A.



LEGEND

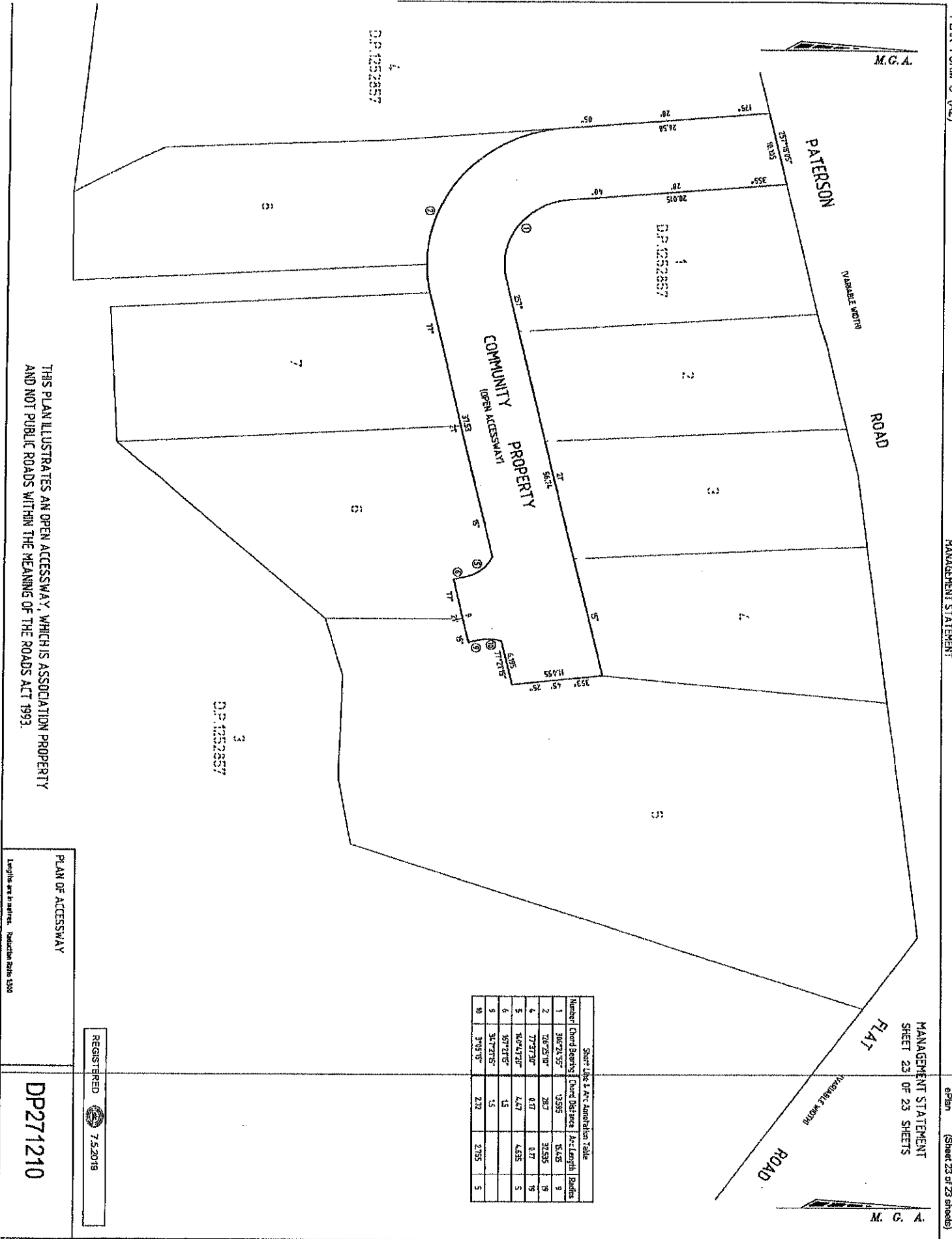
W	WATER LINE
T	TRUNK LINE
S	SEWER LINE
E	ELECTRICAL LINE
G	GAS LINE

PLAN OF SERVICES

Lengths are in metres. Reduction Ratio 1:400

REGISTERED 7.5.2019

DP271210



THIS PLAN ILLUSTRATES AN OPEN ACCESSWAY, WHICH IS ASSOCIATION PROPERTY AND NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT 1993.


LOCATION DIAGRAM

SCALE 1:400



THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME FOR DETAILS OF UPDATED AND ADDITIONAL AND RE-ATTACHMENT SHEETS SEE SCHEDULE FIRST DW

SCHEDULE OF CHANGES TO THE SCHEME		
LOT No	DETAILS	SHEET No

Submission Reference No	172702	
Date	4.4.19	
<p>Sprayer NGEL DELFS Singapore RM 1766121</p>		
Registered	 7.5.2019	

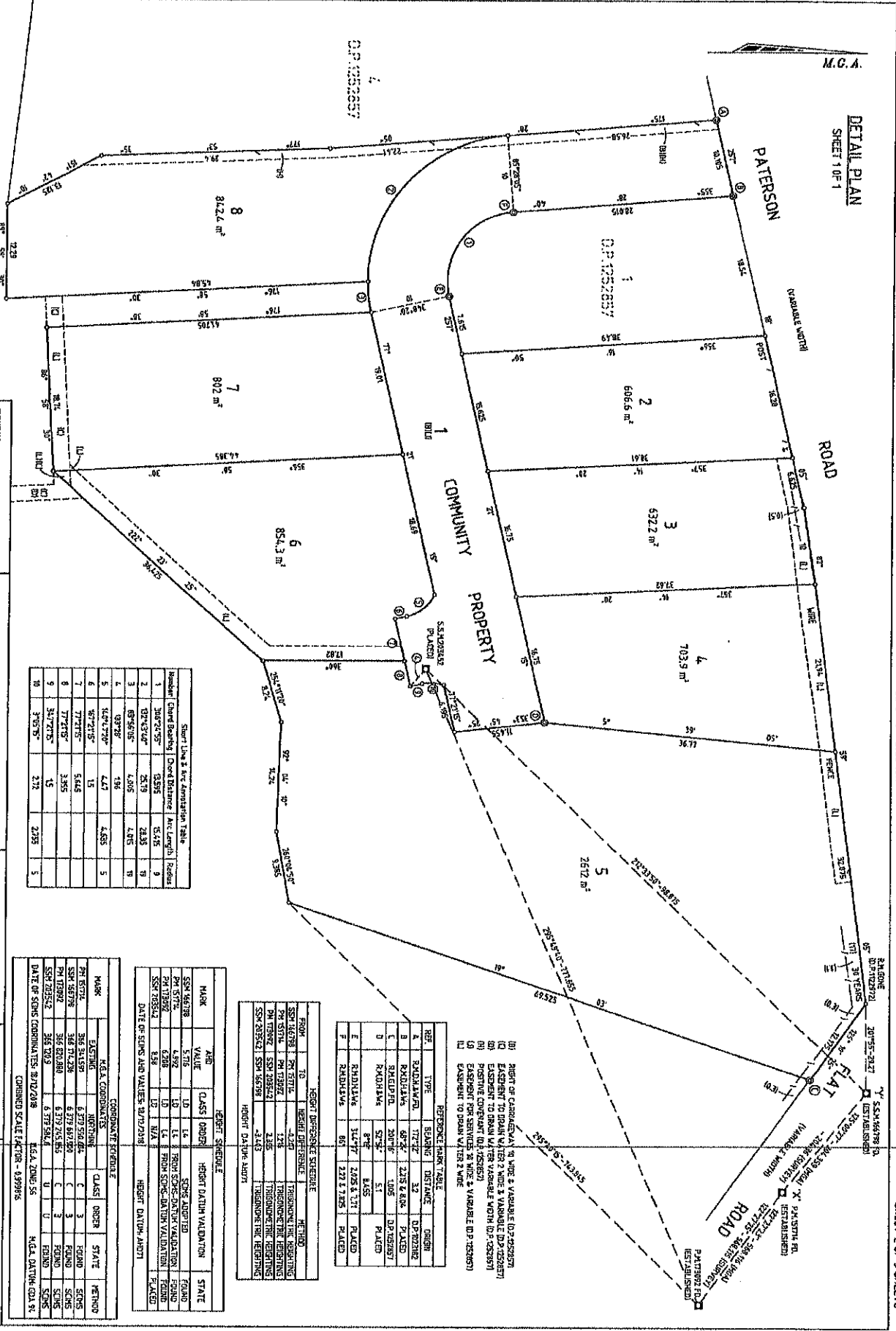
DP271210

PLAN FORM 2 (A2)

WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION

SHEET 2 OF 3 SHEETS

DETAIL PLAN
 SHEET 1 OF 1



Short Line & Arc Dimension Table

Number	Line Bearing	Line Distance	Arc Length	Radius
1	306°24'55"	10.975	10.975	9
2	102°43'04"	25.19	25.19	19
3	89°56'05"	4.005	4.005	10
4	93°28'	1.96	1.96	5
5	140°43'20"	4.43	4.43	5
6	66°21'35"	1.5	1.5	5
7	77°21'35"	5.445	5.445	5
8	77°21'35"	3.955	3.955	5
9	34°27'55"	4.5	4.5	5
10	3°35'35"	2.12	2.12	5

REFERENCE TABLE

REF.	TYPE	SLABING	DETAILS	REMARKS
A	ROADWAY	10772	12	DP 027082
B	ROADWAY	4874	225.4.8.4	P. 1.150
C	SHIELDED	20014	1005	DP 027087
D	ROADWAY	5742	5.5	PLACED
E	ROADWAY	11477	1.005 x 0.11	PLACED
F	ROADWAY	65	227.2.7.105	PLACED

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	REMARKS
SSM 16078	PM 02712	-1.27	THROUGH THE READING
PM 02712	PM 02712	1.26	THROUGH THE READING
PM 02712	SSM 20842	2.45	THROUGH THE READING
SSM 20842	SSM 16078	-3.443	THROUGH THE READING

HEIGHT DATUM ADJUST

MARK	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 16078	5.715	1.0	SCHEMATIC	FOUND
PM 02712	4.992	1.0	SCHEMATIC	FOUND
PM 02712	6.208	1.0	SCHEMATIC	FOUND
SSM 20842	1.59	1.0	SCHEMATIC	FOUND

COORDINATE REFERENCE

MARK	EASTING	NORTHING	CLASS	ORDER	STATE	METHOD
PM 02712	345.34359	6.373.564.68	C	3	FOUND	SCHEMATIC
SSM 16078	345.34359	6.373.564.68	C	3	FOUND	SCHEMATIC
PM 02712	345.34359	6.373.564.68	C	3	FOUND	SCHEMATIC
SSM 20842	345.34359	6.373.564.68	C	3	FOUND	SCHEMATIC

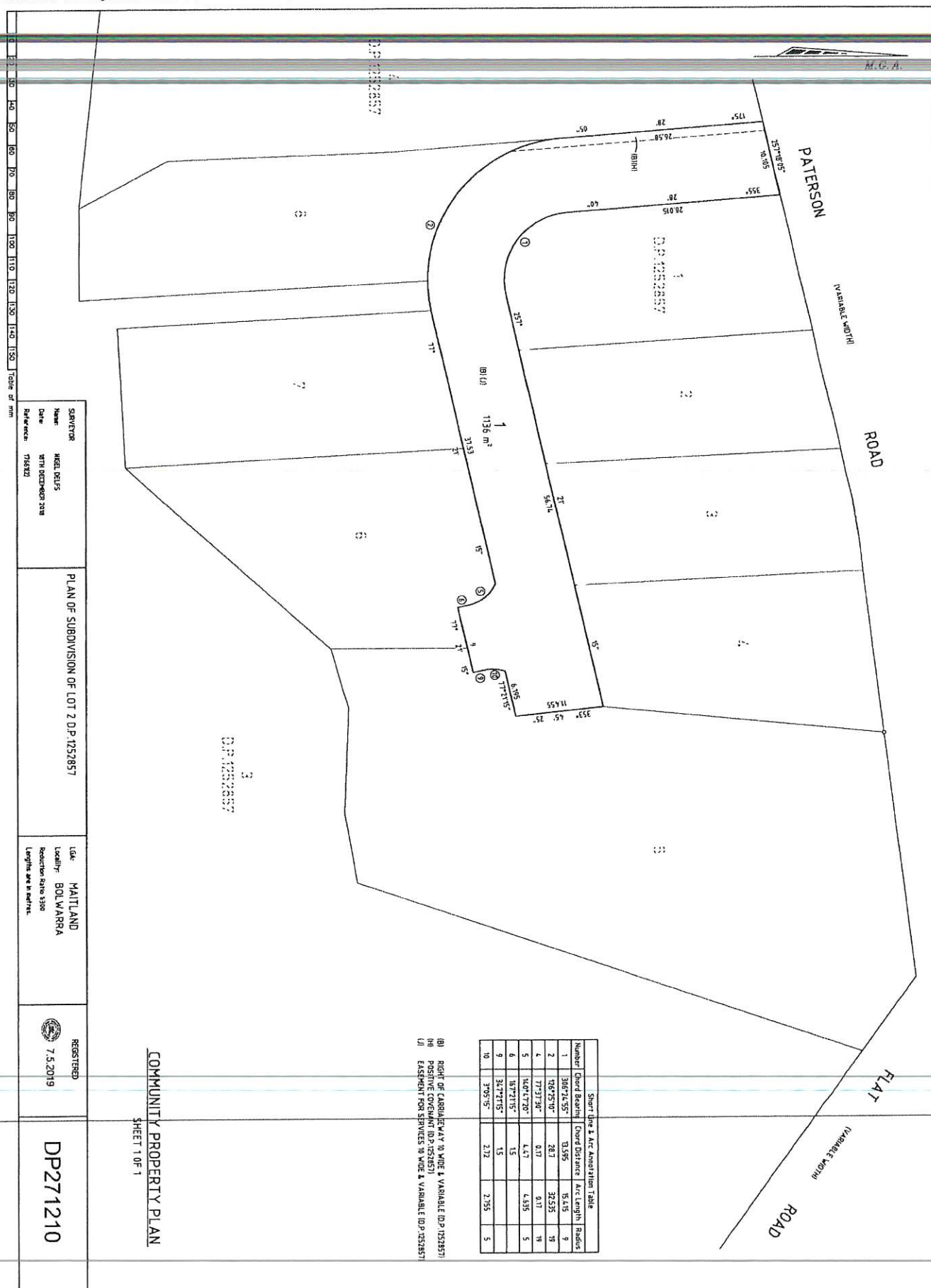
STAMPED
 NAME: M.C.A.
 DATE: 07/10/2019
 REFERENCE: 116400

PLAN OF SUBDIVISION OF LOT 2 DP 0252857

LOCALITY: BOWARRA
 LOCATION: 3000
 LENGTH: 3000

REGISTERED
 7.5.2019

DP271210



DP271210


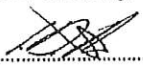
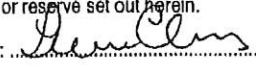
COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS


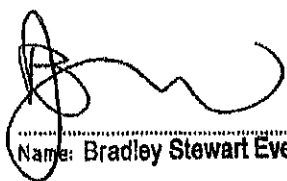

ATTENTION


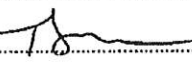
A Community Plan may be subject to future subdivision that may contain a Signature/Administration Sheet. This document will then comprise separate Signature/Administration Sheets registered on different dates.


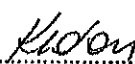
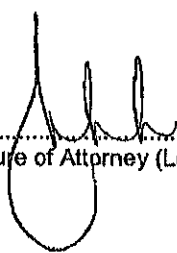
Particulars of each Signature/Administration Sheet are as follows:-

[illegible]

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p>Registered:  7.5.2019</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p>DP271210</p> <p>(DOC.A)</p>	<p>Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 2 D.P. 1252857</p>	<p>LGA: MAITLAND</p> <p>Locality: BOLWARRA</p> <p>Parish: MIDDLEHOPE</p> <p>County: DURHAM</p>	
<p>Survey Certificate</p> <p>I, <u>NIGEL DELFS</u> of <u>Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>19/12/2018</u>, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding** ) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountaineous.</p> <p>Signature:  Dated: <u>3/4/19</u></p> <p>Surveyor Identification No: <u>8232</u> Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p>* Strike through if Inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>	
	<p>Subdivision Certificate</p> <p>I, <u>LEANNE HARRIS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number: Consent Authority: <u>Maitland City Council</u> Date of endorsement: <u>4.4.19</u> Subdivision Certificate number: <u>17262</u> File number: <u>DA17 2702</u></p> <p>* Strike through if inapplicable</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>D.P. 1122972 D.P. 1010230 D.P. 1022541 D.P. 1023182</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	
<p>Surveyor's Reference: 17661(2)</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)																																													
Registered:  7.5.2019	DP271210 (DOC.A)	Office Use Only																																													
PLAN OF SUBDIVISION OF LOT 2 D.P. 1752857		<small>This sheet is for the provision of the following information as required:</small> <ul style="list-style-type: none">• A schedule of lots and addresses - See 80(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - See 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																																													
Subdivision Certificate number : 172702 Date of Endorsement : 4.4.19																																															
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none">1. EASEMENT TO DRAIN WATER 2 WIDE (L)2. RESTRICTION ON THE USE OF LAND3. RESTRICTION ON THE USE OF LAND POSITIVE COVENANT4. RESTRICTION ON THE USE OF LAND5. RESTRICTION ON THE USE OF LAND6. RESTRICTION ON THE USE OF LAND7. POSITIVE COVENANT																																															
<table border="1" style="width:100%"><thead><tr><th>LOT</th><th>STREET No.</th><th>STREET NAME</th><th>STREET TYPE</th><th>LOCALITY</th></tr></thead><tbody><tr><td>1</td><td>-</td><td>LAMBERT</td><td>CLOSE</td><td>BOLWARRA</td></tr><tr><td>2</td><td>1</td><td>LAMBERT</td><td>CLOSE</td><td>BOLWARRA</td></tr><tr><td>3</td><td>3</td><td>LAMBERT</td><td>CLOSE</td><td>BOLWARRA</td></tr><tr><td>4</td><td>5</td><td>LAMBERT</td><td>CLOSE</td><td>BOLWARRA</td></tr><tr><td>5</td><td>7</td><td>LAMBERT</td><td>CLOSE</td><td>BOLWARRA</td></tr><tr><td>6</td><td>8</td><td>LAMBERT</td><td>CLOSE</td><td>BOLWARRA</td></tr><tr><td>7</td><td>6</td><td>LAMBERT</td><td>CLOSE</td><td>BOLWARRA</td></tr><tr><td>8</td><td>2</td><td>LAMBERT</td><td>CLOSE</td><td>BOLWARRA</td></tr></tbody></table>			LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY	1	-	LAMBERT	CLOSE	BOLWARRA	2	1	LAMBERT	CLOSE	BOLWARRA	3	3	LAMBERT	CLOSE	BOLWARRA	4	5	LAMBERT	CLOSE	BOLWARRA	5	7	LAMBERT	CLOSE	BOLWARRA	6	8	LAMBERT	CLOSE	BOLWARRA	7	6	LAMBERT	CLOSE	BOLWARRA	8	2	LAMBERT	CLOSE	BOLWARRA
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8	2	LAMBERT	CLOSE	BOLWARRA																																											
<p>EXECUTED by BOLWARRA) HOLDINGS PTY LIMITED) (A.C.N. 613 896 758)) in accordance with Section 127 of) the Corporations Act)</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="text-align: center;"> Name: Bradley Stewart Everett Position: DIRECTOR</div><div style="text-align: center;"> Name: Geoffrey William O'Shea Position: DIRECTOR</div></div>																																															
If space is insufficient use additional annexure sheet																																															
Surveyor's Reference: 17661(2)																																															

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)																														
<p>Registered:  7.5.2019</p> <p>PLAN OF SUBDIVISION OF LOT 2 D.P. 1151857</p> <p>Subdivision Certificate number: <u>172702</u></p> <p>Date of endorsement: <u>4.4.19</u></p> <p>Name of Development (Optional)</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP271210</h1> <p>(DOC.A)</p> <p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B Instrument should be provided on Plan Form 6A</p>	<p>Office Use Only</p>																														
<p>WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i>. Any changes will be recorded in a replacement schedule.</p> <p>UPDATE NOTE (Approved Form 8)</p> <p>This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^.....</p> <p><small>* Strike through if inapplicable ^ Insert registration date of previous schedule</small></p>	<p>VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, <u>Toby John Greaves</u> of <u>Opleon, Suite 1, 89-91 Young Street, Carrington, NSW, 2294</u> being a qualified valuer, as defined in the <i>Community Land Development Act 1989</i>, certify that;</p> <p>*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^ <u>8th March, 2019</u>.....</p> <p>*(b) The unit entitlement shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^.....being the date of valuer's certificate lodged with the original initial schedule or the revised schedule.</p> <p>Signature:  Date: <u>15th March, 2019</u></p> <p><small>* Strike through if inapplicable ^ Insert registration date of previous schedule</small></p>																															
<p>SCHEDULE OF UNIT ENTITLEMENT</p> <table border="1" style="margin: auto; border-collapse: collapse; width: 60%;"> <thead> <tr> <th>LOT</th> <th>UNIT ENTITLEMENT</th> <th>SUBDIVISION</th> </tr> </thead> <tbody> <tr><td>1</td><td>Community Property</td><td></td></tr> <tr><td>2</td><td>13</td><td></td></tr> <tr><td>3</td><td>13</td><td></td></tr> <tr><td>4</td><td>13</td><td></td></tr> <tr><td>5</td><td>16</td><td></td></tr> <tr><td>6</td><td>15</td><td></td></tr> <tr><td>7</td><td>15</td><td></td></tr> <tr><td>8</td><td>15</td><td></td></tr> <tr><td>TOTAL</td><td>100</td><td></td></tr> </tbody> </table> <p style="text-align: center; margin-top: 20px;">If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: 17661(2)</p>			LOT	UNIT ENTITLEMENT	SUBDIVISION	1	Community Property		2	13		3	13		4	13		5	16		6	15		7	15		8	15		TOTAL	100	
LOT	UNIT ENTITLEMENT	SUBDIVISION																														
1	Community Property																															
2	13																															
3	13																															
4	13																															
5	16																															
6	15																															
7	15																															
8	15																															
TOTAL	100																															

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Registered:  7.5.2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 2 D.P. 1252857		DP271210 (DOC.A)
Subdivision Certificate number : 172102 Date of Endorsement : 4.4.19	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 80(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - See 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Mortgage under Mortgage No AM867000) Signed at East Maitland this 10 day) of AMM 2019 for National) Australia Bank Limited ABN 12004044937) by SHANE HINDLE) Its duly appointed Attorney under Power of) Attorney No. 39 Book 4512)		
 Signature of Witness/Bank Officer	 Signature of Attorney (Level 2 Attorney)	
Karen La Fon Print name of Witness/Bank Officer		
15 Mitchell Drive East Maitland NSW 2323 Address of Witness/Bank Officer		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 17661(2)		

.....
ATTENTION

[illegible]

ePlan

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

(DOCUMENT 1)

Sheet 1 of 4

Plan: **DP271210**

Plan of Subdivision of Lot 2 D.P. 1252857
covered by
Subdivision Certificate No 172707

Full Name and Address of the
Registered Proprietor of the Land

Bolwarra Holdings Pty Limited
C/- 1 Hartley Drive
Thornton NSW 2322

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 2 Wide (L)	3 4 5 6 7	2 2,3 2,3,4 1,7,8,5 8
2	Restriction on the Use of Land	2,3,4,5	Maitland City Council
3	Positive Covenant	2,3,4	Maitland City Council
4	Restriction on the Use of Land	5	Maitland City Council
5	Restriction on the Use of Land	2-8 inclusive	Every other Lot except 1
6	Restriction on the Use of Land	2-8 inclusive	Maitland City Council
7	Positive Covenant	2-8 inclusive	Maitland City Council

Part 2 (Terms)

Terms of easement, profit a prendre, restriction, or positive covenant numbered 2 in the plan:

Vehicular access from the lot burdened across the common boundary with Paterson Road & Flat Road is prohibited.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 3 in the plan:

Future residential development on the lots burdened are to have houses which front and address Paterson Road with all garaging to be facing the internal private road (Lot 1).

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

Future residential development on the lot burdened is prohibited unless:

- (a) The proposed residence is to be located at the rear of and behind the existing farm building (barn)

SEE 2019/1436 5/1/2019



LOT 5 ADDED TO BENEFITTED EASEMENT ITEM 1 SEE REQUEST AP647085C 5/1/2019

Plan: **DP271210**

Plan of Subdivision of Lot 2 D.P. 1252857
covered by
Subdivision Certificate No 172702

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

Subdivision of the lot burdened is prohibited.

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

No dwelling is to be constructed on a lot burdened unless constructed at the adopted Flood Planning Level (FPL) or 500mm above the 1% AEP flood event, or at a level otherwise approved by Council.

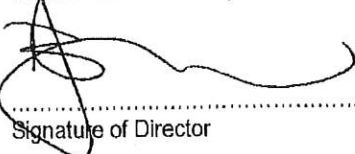
Terms of easement, profit a prendre, restriction, or positive covenant numbered 7 in the plan:

Each lot burdened is to drain to the onsite detention tank located within their lot and maintain their onsite detention tank in accordance with the Operation & Maintenance Plan prepared by High Definition Design Pty Ltd (Ref: HD159).

The person empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 1,2,3,4,6 & 7 in the plan:

The owners of the lots burdened and benefitted, only with the consent of Maitland City Council.

EXECUTED by BOLWARRA HOLDINGS PTY LIMITED
(ACN 613 846 758) in accordance with
Section 127 of the Corporations Act.


.....
Signature of Director

Bradley Stewart Everett


.....
Signature of Director

Geoffrey William O'Shea

(DOCUMENT 1) 4
Sheet 3 of 3

Plan: **DP271210**

Plan of Subdivision of Lot 2 D.P. 1252857
covered by
Subdivision Certificate No 172702

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



Signature of delegate

LEANNE HARRIS
Name of delegate (BLOCK LETTERS)

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



Signature of Witness

KAREN SCHRODER
Name of Witness (BLOCK LETTERS)

285 HIGH STREET MAITLAND

Address of Witness (BLOCK LETTERS)

(DOCUMENT 1)

Sheet 4 of 4

Plan: **DP271210**

Plan of Subdivision of Lot 2 D.P. 1792897
covered by
Subdivision Certificate No 172702

Mortgage under Mortgage No AM 867000)
Signed at ~~EAST MAITLAND~~ this 10 day)
of ~~AM~~ 20 19 for National)
Australia Bank Limited ABN 12 004 044 937)
by SHANE HINDALE)
its duly appointed Attorney under Power of)
Attorney No. 39 Book 4512

Klobou

Signature of Witness/Bank Officer

Karen La Fou

Print name of Witness/Bank Officer

[Signature]

Signature of Attorney (Level 2 Attorney)

15 MITCHELL DRIVE EAST MAITLAND NSW 2323
Address of Witness/Bank Officer

REGISTERED



7.5.2019

ePlan

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

Sheet 1 of 7

Plan: **DP1252857**

Plan of Subdivision of Lot 15 D.P.1122972 & Lot 4010
D.P.1023182 covered by
Subdivision Certificate No **172702**

Full Name and Address of the
Registered Proprietor of the Land

Bolwarra Holdings Pty Limited
C/- 1 Hartley Drive
Thornton NSW 2322

Wendy Hunter
Alison Hunter
35 Paterson Road
Bolwarra NSW 2320

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Right of Carriageway 10 Wide & Variable (B)	2	1 & 3
2	Easement to Drain Water 2 Wide & Variable (C)	3 2	2 3
3	Easement to Drain Water Variable Width (D)	3	2
4	Restriction on the Use of Land (E)	Part of Lot 3	4
5	Positive Covenant (F)	Part of Lot 3	Maitland City Council
6	Restriction on the Use of Land (G)	Part of Lot 3	Maitland City Council
7	Positive Covenant (H)	Part of Lots 2 & 3	Maitland City Council
8	Restriction on the Use of Land	1,2,3	Maitland City Council
9	Easement for Services 10 Wide & Variable (J)	2	1 & 3
10	Restriction on the Use of Land	1	2 & 3
11	Restriction on the Use of Land	3	1 & 2

Part 2 (Terms)

Terms of easement, profit a prendre, restriction, or positive covenant numbered 1 in the plan:

- (a) Full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass at all times and for the purposes with or without vehicles over the land indicated herein as the Servient Tenement or any such part thereof.
- (b) The owner of each of the Lots benefited and with the owner of the Lot burdened covenant with each other that:
- i) the owner of the Lot burdened shall when necessary maintain, repair and replace the surface of the

Plan: **DP1252857**

Plan of Subdivision of Lot 15 D.P.1122972 & Lot 4010
D.P.1023182 covered by
Subdivision Certificate No **172702**

right of carriageway within the Lot burdened provided that the maintenance, repair or replacement ("maintenance") is required due to fair wear and tear (taking into account the nature of the traffic proposed to be using the right of carriageway) and to keep the surface of the right of carriageway within the Lot burdened in a good and trafficable condition; and

- ii) each of the owners of the Lots benefited and burdened shall be liable for the costs of maintenance in that proportion set out in the Schedule below.
- (c) If maintenance of the site of the easement within the Lot burdened is required due to damage to the site of the easement caused or contributed to by the owner of the Lot burdened or benefited, or a person authorised by that owner then such owner covenants with the other owners to bear the costs of maintenance wholly or to the extent that such maintenance was caused or contributed to by that owner.
- (d) If any damage has not been caused by an owner of a Lot benefited or burdened or a person authorised by an owner then the cost of maintenance will be borne by the owners in the proportions set out in the schedule below.
- (e) If there is any dispute or disagreement concerning the rights or obligations contained in these terms, including but not limited to:-
- i) the requirement to carry out maintenance; or
 - ii) the responsibility of an owner for payment of maintenance; or
 - iii) the nature of the maintenance required;

then such dispute or disagreement will be referred on the application of any owner for determination by an engineer to be agreed upon by all owners and in default of agreement to be an engineer nominated by the President for the time being of the Newcastle Branch of the Institute of Engineers Australia (or such other professional body as may represent professional engineers) and such engineer will act as an expert and not as an arbitrator and the decision of the engineer will be final and binding on the parties.

Schedule	
Lot 2	87.5%
Lot 3	12.5%

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

The owner of lot burdened is prohibited from building a dwelling within the area designated (E). Furthermore, the area is to be retained as an open without any trees or structures to preserve the view corridors to the floodplain currently available to the benefitted lot.

The part of the lot burdened designated (E) is to be maintained by not planting any additional landscaping or artificial screening within this area.

In the event of any dispute between the parties, sole discretion is to rest with the owner of the benefitted lot.



Plan: **DP1252857**

Plan of Subdivision of Lot 15 D.P.1122972 & Lot 4010
D.P.1023182 covered by
Subdivision Certificate No **172 702**

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

The owner of the lot burdened is responsible for the maintenance of the existing dam within the area designated (F).

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

Future residential development on the lot burdened is prohibited unless it is within the area designated (G).

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

The owner of the lot burdened shall maintain a landscaped area within the area designated (H) in the nature of tree's and shrubs as planted in perpetuity.

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

No dwelling is to be constructed on a lot burdened unless constructed at the adopted Flood Planning Level (FPL) or 500mm above the 1% AEP flood event, or at a level otherwise approved by Council.

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

Subdivision of the lot burdened is prohibited.

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

Farm vehicles and heavy vehicles are not permitted to use the Right of Carriageway (designated 'B' in the plan) for access to the lot burdened.

The person empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 1,2,3,4,5,6,7,8,9,10 & 11 in the plan:

The owners of the lots burdened and benefitted, only with the consent of Maitland City Council.

2

Plan: **DP1252857**

Plan of Subdivision of Lot 15 D.P.1122972 & Lot 4010
D.P.1023182 covered by
Subdivision Certificate No **172702**

EXECUTED by BOLWARRA HOLDINGS PTY LIMITED
(ACN 613 886 758) in accordance with
Section 127 of the Corporations Act.



Signature of Director

Bradley Stewart Everett



Signature of Director

Geoffrey William O'Shea

ePlan

Sheet 5 of 7

Plan: **DP1252857**

Plan of Subdivision of Lot 16 D.P.1122972 & Lot 4010
D.P.1023182 covered by
Subdivision Certificate No **172702**

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



Signature of delegate

LEANNE HARRIS

Name of delegate (BLOCK LETTERS)

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



Signature of Witness

KAREN SCHRODER

Name of Witness (BLOCK LETTERS)

285 HIGH STREET MAITLAND

Address of Witness (BLOCK LETTERS)

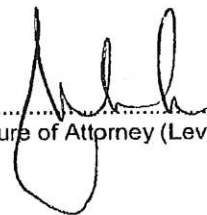
Plan: **DP1252857**

Plan of Subdivision of Lot 15 D.P.1122972 & Lot 4010
D.P.1023182 covered by
Subdivision Certificate No **172702**

Mortgage under Mortgage No **AM 867000**)
Signed at **EAST MAITLAND** this **10** day)
of **APRIL** 20 **19** for National)
Australia Bank Limited ABN **12004 044 937**)
by **SHANE KINALE**)
its duly appointed Attorney under Power of)
Attorney No. **39** Book **4512**


.....
Signature of Witness/Bank Officer

Karen La Fon
.....
Print name of Witness/Bank Officer


.....
Signature of Attorney (Level **2** Attorney)

15 mitchell Drive, East Maitland NSW 2323
.....
Address of Witness/Bank Officer

ePlan

Sheet 7 of 7

Plan: **DP1252857**

Plan of Subdivision of Lot 15 D.P.1122972 & Lot 4010
D.P.1023182 covered by
Subdivision Certificate No **1727021**

Wendy Hunter

Witness:

Print Name: **JUSTIN HOLLAND**

Address: **9 PATERSON RD
BOLNATRAA**

EXECUTED by PERPETUAL LIMITED

Alison Hunter

Witness:

Print Name: **JUSTIN HOLLAND**

Address: **9 PATERSON RD
BOLNATRAA.**

REGISTERED



7.5.2019

Name		Sport		Swim Time		Divergence	
		7:30:30*	52.395				
		22:30:02*	15.545				
		28:59:50*	17.78				
		23:53:35**	32.89				
		20:05:35**	5.82				
		26:00:35**	17.82				
		10:51:05*	44.555				
		13:57:55*	44.955				
		23:51:05*	28.065				
		10:46:55*	25				
		13:48:55*	50				
		23:54:55*	25				
		13:48:55*	54				
		10:51:05*	131				
		13:57:45**	44.17				
		19:51:47**	30.015				

ORIGIN	PLACED	DISTANCE
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P.P.1122972	0.885	
D.P.1010230	1.655	
P.P.819923	0.705	
P.P.520285	0.455	

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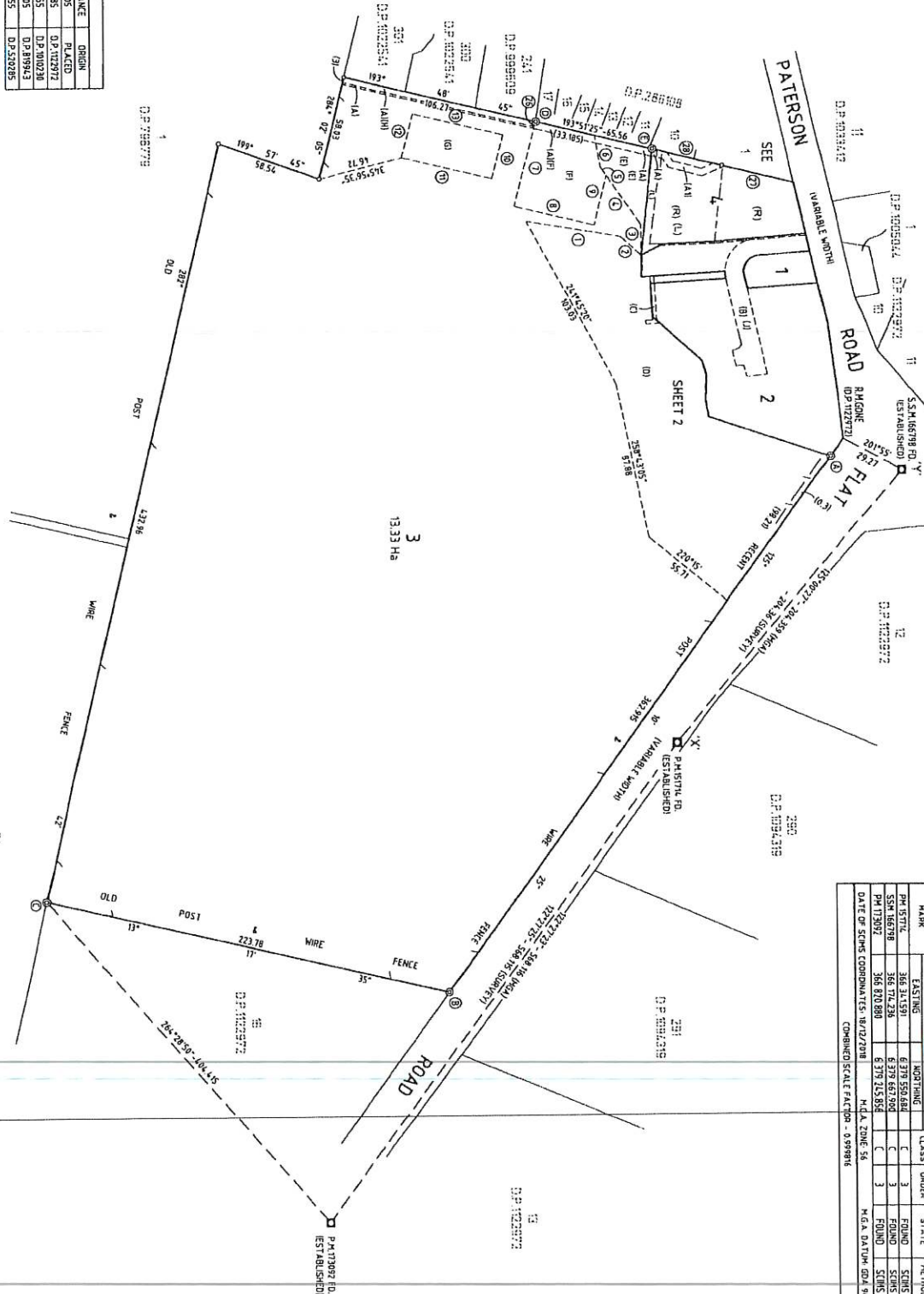
SURVEYOR	NIGEL DELUS
Name	18TH DECEMBER 2010
Date	T661
Reference	

PLAN OF SUBDIVISION OF LOT 15 D.P. 1122972 &
LOT 4010 D.P. 1023182

UGA: MAITLAND
 Locality: BOLWARRA
 Reduction Ratio 1:500
 Lengths are in metres.

REGISTERED
7.5.2015

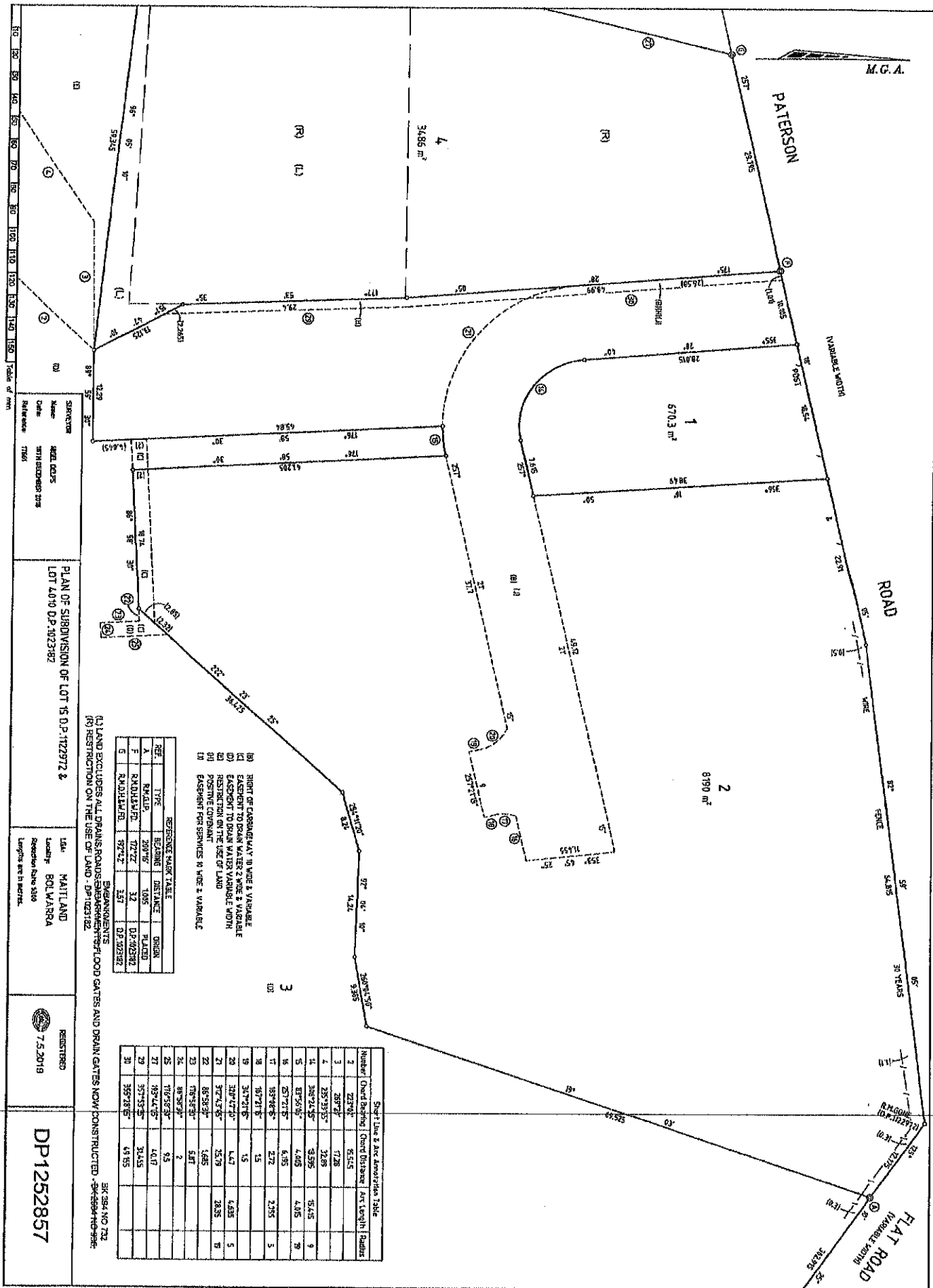
DP1252857



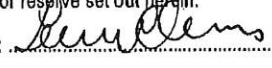




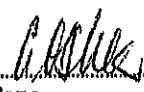
PLAN FORM 2 (A2)


WARNING: CHANGES OR FOLDING WILL LEAD TO REJECTION


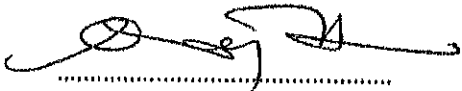

SHEET 2 OF 2 SHEETS



PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<p>Registered:  7.5.2019</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p>DP1252857</p>	
<p>PLAN OF SUBDIVISION OF LOT 15 D.P.1122972 & LOT 4010 D.P.1023182</p>	<p>LGA: MAITLAND</p> <p>Locality: BOLWARRA</p> <p>Parish: MIDDLEHOPE</p> <p>County: DURHAM</p>	
<p>Survey Certificate NIGEL DELFS</p> <p>I, <u>Nigel Delfs</u> of <u>Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>19/12/2019</u>, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding** was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: <u>5/3/2019</u></p> <p>Surveyor Identification No: <u>8232</u></p> <p>Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p>* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p>Subdivision Certificate LEANNE HARRIS</p> <p>I, <u>Leanne Harris</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Maitland City Council</u></p> <p>Date of endorsement: <u>4.4.19</u></p> <p>Subdivision Certificate number: <u>172702</u></p> <p>File number: <u>DA17 2702</u></p> <p>* Strike through if inapplicable</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>D.P.1122972</p> <p>D.P.1010230</p> <p>D.P.1022541</p> <p>D.P.1023182</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	
<p>Surveyor's Reference: 17661</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)																									
Registered:  7.5.2019 PLAN OF SUBDIVISION OF LOT 15 D.P.1122972 & LOT 4010 D.P.1023182 Subdivision Certificate number :172702 Date of Endorsement :4.4.19	<div style="text-align: right;">Office Use Only</div> <div style="text-align: center; font-size: 24pt; font-weight: bold;">DP1252857</div> <div style="font-size: 10pt;"> This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(e) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - See 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div>																										
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. RIGHT OF CARRIAGEWAY 10 WIDE & VARIABLE (B) 2. EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE (C) 3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (D) 4. RESTRICTION ON THE USE OF LAND (E) 5. POSITIVE COVENANT (F) 6. RESTRICTION ON THE USE OF LAND (G) 7. POSITIVE COVENANT (H) 8. RESTRICTION ON THE USE OF LAND 9. EASEMENT FOR SERVICES 10 WIDE & VARIABLE (J) 10. RESTRICTION ON THE USE OF LAND 11. RESTRICTION ON THE USE OF LAND 																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>LOT</th> <th>STREET No.</th> <th>STREET NAME</th> <th>STREET TYPE</th> <th>LOCALITY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>37</td> <td>Paterson</td> <td>Road</td> <td>BOLWARRA</td> </tr> <tr> <td>2</td> <td>1</td> <td>Lambert</td> <td>Close</td> <td>BOLWARRA</td> </tr> <tr> <td>3</td> <td>4</td> <td>Lambert</td> <td>Close</td> <td>BOLWARRA</td> </tr> <tr> <td>4</td> <td>35</td> <td>Paterson</td> <td>Road</td> <td>BOLWARRA</td> </tr> </tbody> </table>			LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY	1	37	Paterson	Road	BOLWARRA	2	1	Lambert	Close	BOLWARRA	3	4	Lambert	Close	BOLWARRA	4	35	Paterson	Road	BOLWARRA
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<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> EXECUTED by BOLWARRA) HOLDINGS PTY LIMITED) (A.C.N.613 886 758)) in accordance with Section 127 of) the Corporations Act) </div> <div style="width: 45%; text-align: right;">  Name: Bradley Stewart Everett Position: DIRECTOR </div> <div style="width: 45%; text-align: right;">  Name: Geoffrey William O'Shea Position: DIRECTOR </div> </div>																											
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PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
<div>Office Use Only</div> <div>Registered:  7.5.2019</div>		<div>Office Use Only</div> <div>DP1252857</div>
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Subdivision Certificate number : <u>172702</u> Date of Endorsement : <u>4.4.19</u>		
<div>Mortgage under Mortgage No <u>AM 867000</u>) Signed at <u>EAST MAITLAND</u> this <u>10</u> day) of <u>APRIL</u> 20 <u>19</u> for National) Australia Bank Limited ABN <u>12 004 044 937</u>) by <u>SHANE HINDALE</u>) its duly appointed Attorney under Power of) Attorney No. <u>39</u> Book <u>4512</u>)</div> <div><div><u>Kidou</u> Signature of Witness/Bank Officer</div><div><u>Karen La Fon</u> Print name of Witness/Bank Officer</div></div> <div><div><u>15 MITCHELL DRIVE, EAST MAITLAND NSW 2323</u> Address of Witness/Bank Officer</div></div> <div>If space is insufficient use additional annexure sheet</div> <div>Surveyor's Reference: 17661</div>		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Registered:  7.5.2019	Office Use Only	Office Use Only
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Subdivision Certificate number : 172702 Date of Endorsement : 4.4.19		
<div style="display: flex; justify-content: space-around; align-items: center;"><div style="text-align: center;"> WENDY HUNTER</div><div style="text-align: center;"> ALISON HUNTER</div></div> <div style="text-align: center; margin-top: 100px;">EXECUTED BY PERPETUAL LIMITED</div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 17661		



Certificate No.: PC/2025/1497

Certificate Date: 29/04/2025

Fee Paid: \$69.00

Receipt No.:

Your Reference: 9264 FREEMAN

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Vile & Vile Solicitors andrew@vileandvilelaw.com
PROPERTY DESCRIPTION:	1 Lambert Close BOLWARRA NSW 2320
PARCEL NUMBER:	97940
LEGAL DESCRIPTION:	Lot 2 DP 271210

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.

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 and:

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

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

the NSW Department of Planning and Environment Current LEP Proposals website;
or Maitland City Council's website.

Draft Development Control Plans

No draft Development Control Plan(s) that have been on public exhibition under the Act are 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 located within a Heritage Conservation Area. Clause 5.10 in the Maitland Local Environmental Plan 2011 applies. The Heritage Conservation Area is listed in Schedule 5 in the Maitland Local Environmental Plan 2011 and identified on the Maitland Local Environmental Plan 2011 Heritage Map.

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. The Department of Planning and Environment, Biodiversity and Conservation Division.

ITEM 3 – Contribution 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

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

- 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 not be carried out on the land as it is:

Land within a heritage conservation area - unless the development is a detached outbuilding, detached development (other than detached studio) or swimming pool.

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

Land within a heritage conservation area - unless the development is a detached outbuilding, detached development (other than detached studio) or swimming pool.

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

~~Land within a heritage conservation area - unless the development is a detached outbuilding, detached development (other than detached studio) or swimming pool.~~

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

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

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

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

Land within a heritage conservation area.

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

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

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

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

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

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 the NSW Roads and Traffic Authority may have road widening proposals.

ITEM 9 – Flood related development controls

The land or part of the land IS within the flood planning area and subject to flood related development controls.

The land or part of the land IS between the flood planning area and the probable maximum flood and subject to flood related development controls.

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The probable maximum flood has the same meaning as the Floodplain Development Manual.

Note in this section – **flood planning area** has the same meaning as in the Floodplain Development Manual. **Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 00) published by the NSW Government in April 2005. **probable maximum flood** has the same meaning as in Floodplain Development 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 mapped as bushfire prone land and as such restrictions may apply to new development on this 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*,

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.

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.

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