

Contract for the sale and purchase of land 2019 edition

| | | |
|---|--|--|
| TERM | MEANING OF TERM | NSW DAN: |
| vendor's agent | First National Real Estate David Haggarty 454 High Street, Maitland, NSW 2320 | Phone: 02 4933 5544 Fax: 02 4933 1706 |
| co-agent | | |
| vendor | | |
| vendor's solicitor | CDG LAW 12 Pitt Street, Singleton NSW 2330 PO Box 690, Singleton NSW 2330 | Phone: 02 6572 2911 Ref: IG:MO:121585 E: megano@cdglaw.com.au |
| date for completion land (address, plan details and title reference) | 35th day after the contract date 16 Prince Street, Bolwarra Heights, New South Wales 2320 Registered Plan: Lot 312 Plan DP 1204578 Folio Identifier 312/1204578 | (clause 15) |

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:
 attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

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

buyer's agent

| | | |
|-----------|--|---------|
| vendor | GST AMOUNT (optional) The price includes GST of: \$ | witness |
| purchaser | <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares | witness |

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yesNominated **Electronic Lodgment Network (ELN)** (clause 30):

PEXA _____

Electronic transaction (clause 30) no YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days of the contract date*):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO yes

GST: Taxable supply

 NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

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

Purchaser must make a **GSTRW payment**
(GST residential withholding payment) NO yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days of the contract date*.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

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

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, 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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* 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 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;
- 7.2.1 the amount held is to be invested in accordance with clause 2.9;
- 7.2.2 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);
- 7.2.3 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.4 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.5 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the parties agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
16.4 The legal title to the *property* does not pass before completion.
16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
16.7.1 the price less any:
 - deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
16.7.2 any other amount payable by the purchaser under this contract.
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
16.11.1 if a special completion address is stated in this contract - that address; or
16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
17.2 The vendor does not have to give vacant possession if –
17.2.1 this contract says that the sale is subject to existing tenancies; and
17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
18.2 The purchaser must not before completion –
18.2.1 let or part with possession of any of the *property*;
18.2.2 make any change or structural alteration or addition to the *property*; or
18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
18.3 The purchaser must until completion –
18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense or another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

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

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by, the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

16 Prince Street BOLWARRA HEIGHTS NSW 2320

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN **Dustin Andy Rooks and Courtney Anne Boyd** of 28 Robinson Way, Singleton Heights, New South Wales (**vendor**)

AND of (**purchaser**)

1. Conflict or inconsistency

If there is any conflict of inconsistency between these Special Conditions and the printed clauses of this contract, these Special Conditions shall apply to the extent of such conflict or inconsistency.

2. Variations to printed clauses

The printed clauses of this contract are varied by:

- (a) Inserting the words "and they are the only form of requisitions the Purchaser may make and clause 5.2.1 is taken to be deleted" at the end of clause 5.1;
- (b) Substituting "1%" in place of "5%" in clause 7.1.1;
- (c) Substituting "1%" in place of "10%" in clause 7.2.1;
- (d) Deleting the words "the costs of the Purchaser" from clause 7.2.4;
- (e) Deleting the words "but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee" from clause 16.12;
- (f) Substituting "5%" in place of "1%" in clause 23.9.1;
- (g) Deleting the word "limited" from clause 25.1.1;
- (h) Deleting clause 25.7; and
- (i) Deleting clause 28.

3. Notice to complete

- (a) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

- (b) If a notice to complete is issued by the vendor the purchaser acknowledges and shall pay on completion in addition to the purchase price the amount of \$275.00 to pay the legal costs and expenses incurred by the Vendor as a consequence of the delay and issue of the Notice to Complete. The amount of \$275.00 is to be allowed by the purchaser as an adjustment on completion.

4. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company has a liquidator, administrator or receiver appointed, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

5. Purchaser acknowledgements

The purchaser acknowledges that:

- (a) They are purchasing the property:
- (i) In its present condition and state of repair;
 - (ii) Subject to all defects latent and patent, including any contamination by any hazardous substances;
 - (iii) Subject to any infestations and dilapidation;
 - (iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - (v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- (b) The vendor does not in any way warrant the use to which the property may be put and the purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. In particular the use of the property by the vendor does not of itself mean that such use is a permitted use.
- (c) They have not been induced to enter into this contract by any statement made or given on behalf of the vendor and this contract is not subject to any warranties, conditions or representations other than expressed in writing in this contract.

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

6. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

7. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge on completion.

8. Deposit less than 10%

Notwithstanding any other provision of this contract, if:

- (a) the deposit agreed to be paid by the purchaser on exchange of contracts is less than 10% of the purchase price; and
- (b) the vendor becomes entitled to forfeit the deposit due to the default of the purchaser, the purchaser will immediately upon demand pay to the vendor the difference between the 10% of the purchase price and the amount actually paid on exchange of contracts.

9. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

10. Building Certificate

- (a) Provided the purchaser applies for a certificate under section 149D of the Environmental Planning and Assessment Act 1979 ("the certificate") from the responsible council within 14 days after the date of this contract; and
 - (i) The council refuses to issue the certificate or fails to issue its intention to issue the same within 21 days of the date of this contract; or
 - (ii) The council issues the certificate upon conditions which are not acceptable to the purchaser; or
 - (iii) The council issues a work order that the vendor is not willing to comply with or if the vendor does not give the purchaser notice within

7 days of the issue of such work order that the vendor is willing to comply, then the purchaser may by notice in writing to the vendor rescind this contract within 14 days of the refusal, failure to issue, conditional issue or the making of a work order as aforesaid whereupon the provisions of clause 19 hereof shall apply and the purchaser shall have no further or other remedy against the Vendor.

- (b) In the event council issues a work order that the vendor is willing to comply with, then the vendor may elect to carry out such work at its expense and having advised the purchaser of such election the purchaser shall not have the right to rescind pursuant to this condition.

11. Foreign purchaser

The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

12. Severability

In the event of any part of this contract being or becoming void, or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

13. Waiver of breach

No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

14. Requisitions on Title

The purchaser acknowledges that the only form of Requisitions on Title that the purchaser is entitled to make pursuant to clause 5.1 are those Requisitions on Title annexed.

15. Electronic Settlement

- (a) The parties agree this Contract may be settled electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the

matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.

- (c) If applicable, then within seven (7) days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within seven (7) days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than three (3) working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.
- (i) If the Purchaser requests that completion of this matter not be an electronic transaction, and the Vendor consents, the Purchaser must pay to the Vendors Solicitor:
 - (i) the sum of \$550.00 (GST inclusive), being a genuine pre-estimate of the damages payable by the Purchaser, in order to reimburse the Vendors Solicitor for additional attendances associated with completion this matter as a paper settlement; and
 - (ii) the amount of any disbursement payable by the Vendor under clause 30.3.

16. Sewer Lines Location Diagram

The Vendor discloses that Hunter Water Corporation will not provide a Sewer Lines Location Diagram for the subject property and the Purchaser cannot make any objection, requisitions, claim for compensation, rescind or terminate this Contract in respect to such disclosure.

17. Christmas Dates

Should the completion date fall between the dates of 3.00 pm on Friday 18 December 2020 and Wednesday 6 January 2021 the parties agree the completion date on the Contract shall be extended to Friday 8 January 2021 and time shall **NOT** be of the essence.

18. **Guarantee for corporate purchaser**

In consideration of the vendor contracting with the corporate purchaser [insert guarantors full names] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

| | |
|--------------------------------|-----------|
| SIGNED by |) |
| the guarantors in the presence |) |
| of: | |
| | |
| _____ | _____ |
| Signature of Witness | Signature |
| | |
| _____ | |
| Print Name of Witness | |

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Dustin Andy Rooks and Courtney Anne Boyd**
Purchaser:
Property: **16 Prince Street, Bolwarra Heights, New South Wales 2320**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificates should be handed over on settlement.
19. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
23. (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 312/1204578

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|----------|
| 10/11/2020 | 11:09 AM | 5 | 2/9/2018 |

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

LAND

LOT 312 IN DEPOSITED PLAN 1204578
AT BOLWARRA HEIGHTS
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MIDDLEHOPE COUNTY OF DURHAM
TITLE DIAGRAM DP1204578

FIRST SCHEDULE

DUSTIN ANDY ROOKS
COURTNEY ANNE BOYD
AS JOINT TENANTS (T AK123379)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1178446 EASEMENT FOR ASSET PROTECTION ZONE 10 METRE(S) WIDE
APPURTENANT TO THE PART(S) SHOWN SO BENEFITED (XX) IN
THE TITLE DIAGRAM
- 3 DP1204578 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 4 AK123380 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

121585

PRINTED ON 10/11/2020

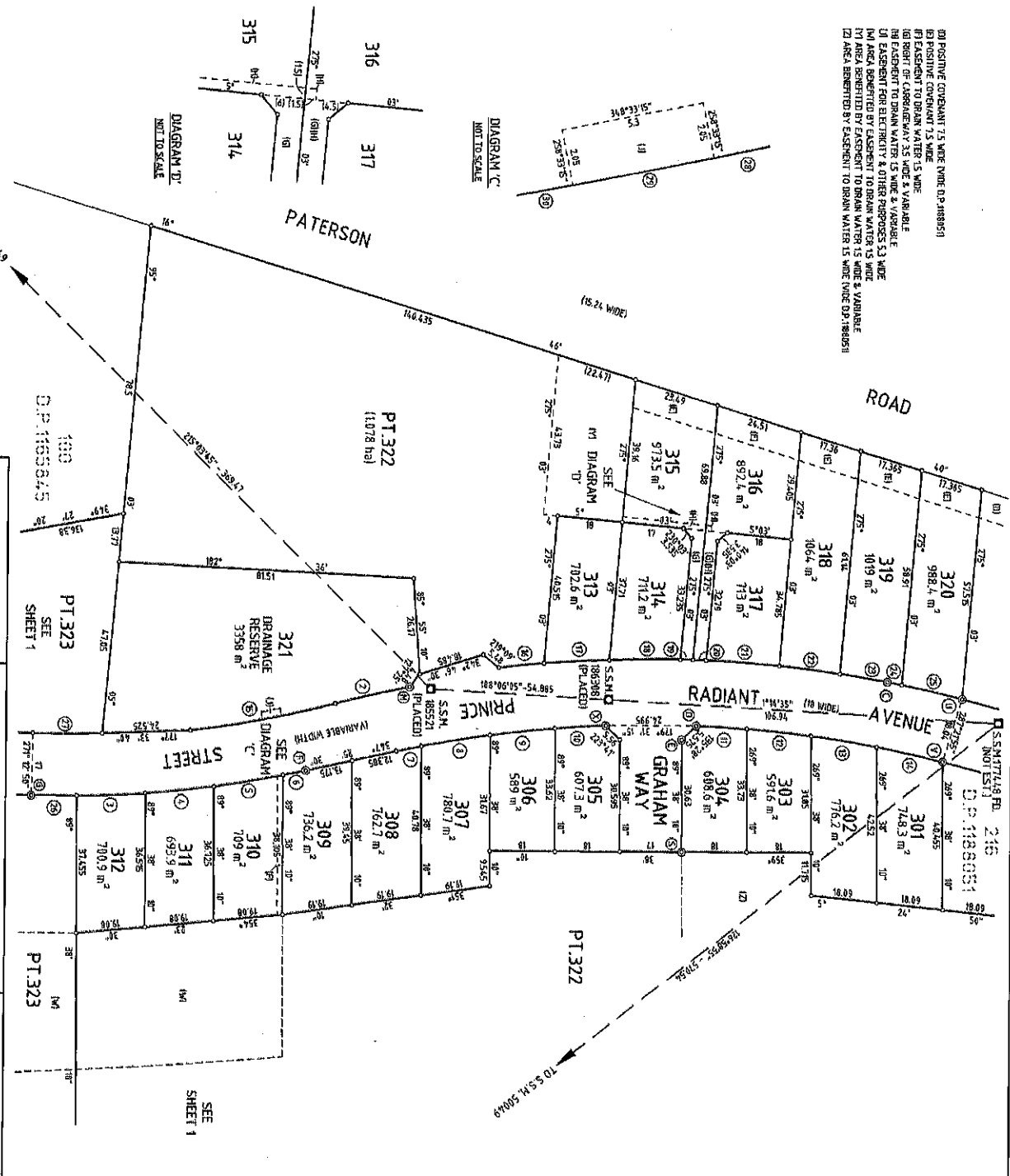
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

PLAN FORM 2 (A2)
 DP1204578

M. G. A.

| MARK | STATIONING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 61 (2) & SECTION 1) | CLASS | ORDER | ORIGIN | METHOD | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| PT 323 | 323 200.00 | A | 4 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 322 | 322 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 321 | 321 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 320 | 320 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 319 | 319 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 318 | 318 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 317 | 317 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 316 | 316 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 315 | 315 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 314 | 314 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 313 | 313 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 312 | 312 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 311 | 311 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 310 | 310 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 309 | 309 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 308 | 308 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 307 | 307 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 306 | 306 200.00 | C | 3 | SCANS | - </tr <tr> <td>PT 305</td> <td>305 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 304</td> <td>304 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 303</td> <td>303 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 302</td> <td>302 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 301</td> <td>301 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 300</td> <td>300 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 299</td> <td>299 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 298</td> <td>298 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 297</td> <td>297 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 296</td> <td>296 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 295</td> <td>295 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 294</td> <td>294 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 293</td> <td>293 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 292</td> <td>292 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 291</td> <td>291 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 290</td> <td>290 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 289</td> <td>289 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 288</td> <td>288 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 287</td> <td>287 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 286</td> <td>286 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 285</td> <td>285 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 284</td> <td>284 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 283</td> <td>283 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 282</td> <td>282 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 281</td> <td>281 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 280</td> <td>280 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 279</td> <td>279 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 278</td> <td>278 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 277</td> <td>277 200.00</td> <td>C</td> <td>3</td> <td>SCANS</td> <td>-</td> </tr> <tr> <td>PT 276</td> <td>276 200.00</td>.S.M. 87628 FD (ESTABLISHED)</tr> | PT 305 | 305 200.00 | C | 3 | SCANS | - | PT 304 | 304 200.00 | C | 3 | SCANS | - | PT 303 | 303 200.00 | C | 3 | SCANS | - | PT 302 | 302 200.00 | C | 3 | SCANS | - | PT 301 | 301 200.00 | C | 3 | SCANS | - | PT 300 | 300 200.00 | C | 3 | SCANS | - | PT 299 | 299 200.00 | C | 3 | SCANS | - | PT 298 | 298 200.00 | C | 3 | SCANS | - | PT 297 | 297 200.00 | C | 3 | SCANS | - | PT 296 | 296 200.00 | C | 3 | SCANS | - | PT 295 | 295 200.00 | C | 3 | SCANS | - | PT 294 | 294 200.00 | C | 3 | SCANS | - | PT 293 | 293 200.00 | C | 3 | SCANS | - | PT 292 | 292 200.00 | C | 3 | SCANS | - | PT 291 | 291 200.00 | C | 3 | SCANS | - | PT 290 | 290 200.00 | C | 3 | SCANS | - | PT 289 | 289 200.00 | C | 3 | SCANS | - | PT 288 | 288 200.00 | C | 3 | SCANS | - | PT 287 | 287 200.00 | C | 3 | SCANS | - | PT 286 | 286 200.00 | C | 3 | SCANS | - | PT 285 | 285 200.00 | C | 3 | SCANS | - | PT 284 | 284 200.00 | C | 3 | SCANS | - | PT 283 | 283 200.00 | C | 3 | SCANS | - | PT 282 | 282 200.00 | C | 3 | SCANS | - | PT 281 | 281 200.00 | C | 3 | SCANS | - | PT 280 | 280 200.00 | C | 3 | SCANS | - | PT 279 | 279 200.00 | C | 3 | SCANS | - | PT 278 | 278 200.00 | C | 3 | SCANS | - | PT 277 | 277 200.00 | C | 3 | SCANS | - | PT 276 | 276 200.00 | C | 3 | SCANS | - |
| PT 305 | 305 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 304 | 304 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 303 | 303 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 302 | 302 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| PT 293 | 293 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 292 | 292 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 291 | 291 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 290 | 290 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 289 | 289 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 288 | 288 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 287 | 287 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 286 | 286 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 285 | 285 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 284 | 284 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 283 | 283 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 282 | 282 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 281 | 281 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 280 | 280 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 279 | 279 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 278 | 278 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| PT 162 | 162 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 161 | 161 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 160 | 160 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 159 | 159 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 158 | 158 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 157 | 157 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 156 | 156 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 155 | 155 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 154 | 154 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 153 | 153 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| PT 151 | 151 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 150 | 150 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 149 | 149 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 148 | 148 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 147 | 147 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 146 | 146 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 145 | 145 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 144 | 144 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 143 | 143 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 142 | 142 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| PT 139 | 139 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 138 | 138 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 137 | 137 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| PT 134 | 134 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| PT 132 | 132 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 131 | 131 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| PT 129 | 129 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 128 | 128 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PT 127 | 127 200.00 | C | 3 | SCANS | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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- (Z) POSITIVE COVENANT 15 WIDE MINE DP-188051



ARC AMORTISATION TABLE

| Number | Card Bearing | Card Distance | Arc Length | Radius |
|--------|--------------|---------------|------------|--------|
| 1 | 346°52'49" | 21.045 | 21.045 | 357.5 |
| 2 | 357°17'40" | 19.82 | 19.820 | 317 |
| 3 | 359°45'39" | 19.1 | 19.105 | 317 |
| 4 | 359°17'44" | 19.255 | 19.255 | 317 |
| 5 | 347°59'20" | 4.255 | 4.255 | 317 |
| 6 | 348°18'30" | 7.04 | 7.04 | 336 |
| 7 | 350°16' | 19.255 | 19.255 | 336 |
| 8 | 353°77'10" | 18.105 | 18.11 | 336 |
| 9 | 356°11'44" | 14.83 | 14.83 | 336 |
| 10 | 356°11'44" | 14.83 | 14.83 | 336 |
| 11 | 356°11'44" | 14.83 | 14.83 | 336 |
| 12 | 356°11'44" | 14.83 | 14.83 | 336 |
| 13 | 356°11'44" | 14.83 | 14.83 | 336 |
| 14 | 356°11'44" | 14.83 | 14.83 | 336 |
| 15 | 356°11'44" | 14.83 | 14.83 | 336 |
| 16 | 356°11'44" | 14.83 | 14.83 | 336 |
| 17 | 356°11'44" | 14.83 | 14.83 | 336 |
| 18 | 356°11'44" | 14.83 | 14.83 | 336 |
| 19 | 356°11'44" | 14.83 | 14.83 | 336 |
| 20 | 356°11'44" | 14.83 | 14.83 | 336 |
| 21 | 356°11'44" | 14.83 | 14.83 | 336 |
| 22 | 356°11'44" | 14.83 | 14.83 | 336 |
| 23 | 356°11'44" | 14.83 | 14.83 | 336 |
| 24 | 356°11'44" | 14.83 | 14.83 | 336 |
| 25 | 356°11'44" | 14.83 | 14.83 | 336 |
| 26 | 356°11'44" | 14.83 | 14.83 | 336 |
| 27 | 356°11'44" | 14.83 | 14.83 | 336 |
| 28 | 356°11'44" | 14.83 | 14.83 | 336 |
| 29 | 356°11'44" | 14.83 | 14.83 | 336 |
| 30 | 356°11'44" | 14.83 | 14.83 | 336 |

Reference Sheet Table

| Ref | Part | Bearing | Distance | Origin |
|-----|----------------------|---------|----------|-----------|
| A | BOUNDARY NO. 2027-17 | 21.595 | 21.595 | DP-188051 |
| B | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| C | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| D | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| E | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| F | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| G | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| H | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| I | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| J | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| K | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| L | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| M | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| N | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| O | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| P | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| Q | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| R | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| S | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| T | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| U | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| V | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| W | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| X | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| Y | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |
| Z | BOUNDARY NO. 221-98 | 24.985 | 24.985 | DP-188051 |

Surveyor: NIGEL DUBES
 Date of Stamp: 7TH OCTOBER 2014
 Surveyor's Reference: 14427
 PLAN OF SUBDIVISION OF LOT 221 D.P. 188051 & LOT 802 D.P. 1594225
 Locality: MAITLAND BOLDWARRA HEIGHTS
 Station No.: 892588
 Lengths are in metres. Reduction Ratio: 0.9999999999999999

Registered: 02.02.2015
 DP1204578

Office of the Registrar-General / Src:INFOTRACK / Ref:121585

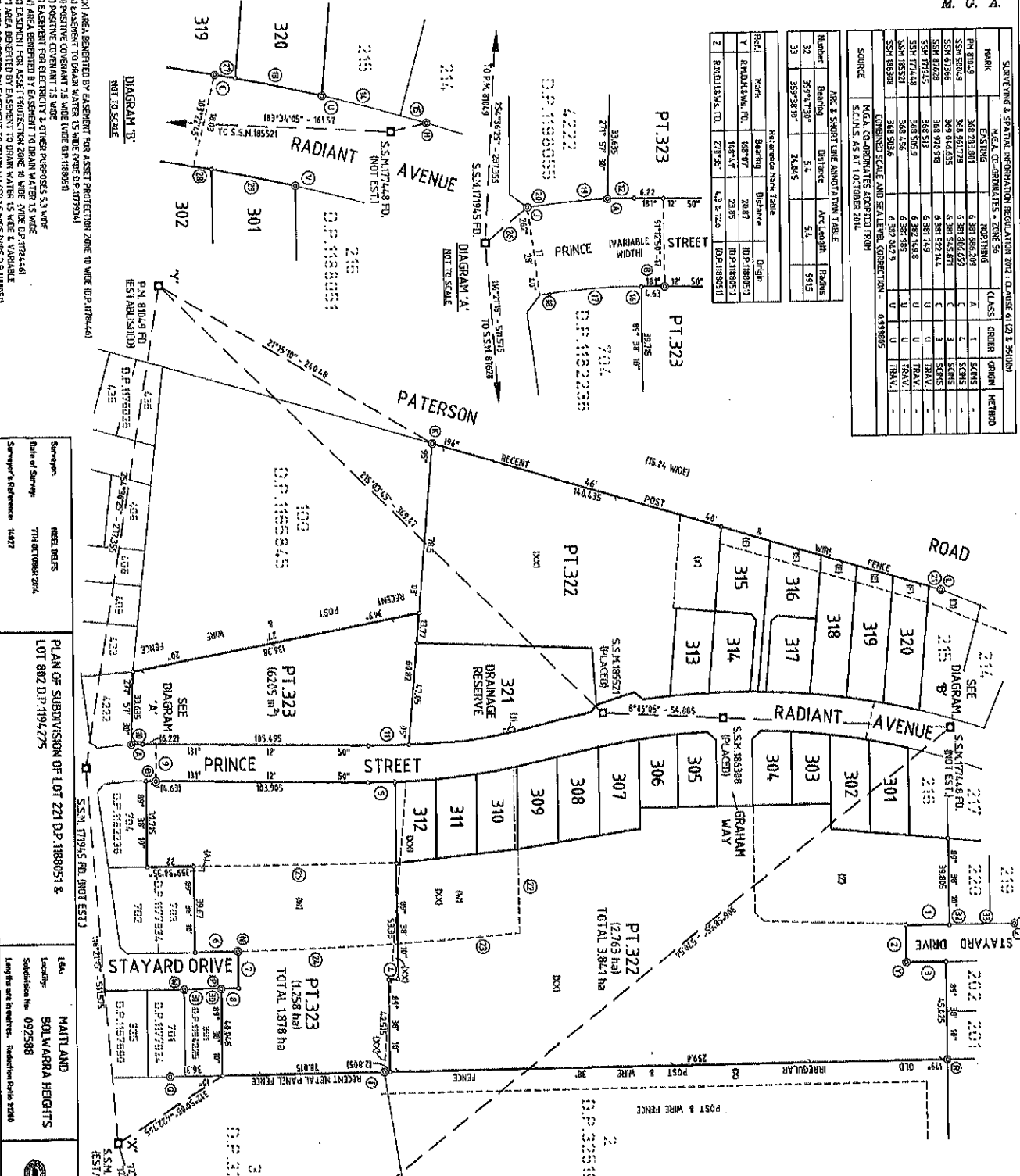
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 3 OF 3 SHEETS

M. G. A.

| MARK | CLASS | ORDER | ORIGIN | METHOD |
|------|-------|-------|--------|--------|
| 1 | A | 1 | SCANS | |
| 2 | C | 2 | SCANS | |
| 3 | C | 3 | SCANS | |
| 4 | C | 3 | SCANS | |
| 5 | C | 3 | SCANS | |
| 6 | C | 3 | SCANS | |
| 7 | C | 3 | SCANS | |
| 8 | C | 3 | SCANS | |
| 9 | C | 3 | SCANS | |
| 10 | C | 3 | SCANS | |
| 11 | C | 3 | SCANS | |
| 12 | C | 3 | SCANS | |
| 13 | C | 3 | SCANS | |
| 14 | C | 3 | SCANS | |
| 15 | C | 3 | SCANS | |
| 16 | C | 3 | SCANS | |
| 17 | C | 3 | SCANS | |
| 18 | C | 3 | SCANS | |
| 19 | C | 3 | SCANS | |
| 20 | C | 3 | SCANS | |
| 21 | C | 3 | SCANS | |
| 22 | C | 3 | SCANS | |
| 23 | C | 3 | SCANS | |
| 24 | C | 3 | SCANS | |
| 25 | C | 3 | SCANS | |
| 26 | C | 3 | SCANS | |
| 27 | C | 3 | SCANS | |
| 28 | C | 3 | SCANS | |
| 29 | C | 3 | SCANS | |
| 30 | C | 3 | SCANS | |
| 31 | C | 3 | SCANS | |
| 32 | C | 3 | SCANS | |
| 33 | C | 3 | SCANS | |



| Number | Bearing | Distance | Ac Length | Radius |
|--------|------------|----------|-----------|--------|
| 1 | 80°32'25" | 20.455 | 20.455 | 891.5 |
| 2 | 89°30'40" | 0.006 | 0.006 | 0.006 |
| 3 | 87°31'50" | 18.596 | 18.596 | 1088.5 |
| 4 | 89°21'20" | 4.564 | 4.564 | 308.5 |
| 5 | 88°30'40" | 0.006 | 0.006 | 0.006 |
| 6 | 89°21'20" | 21.026 | 21.026 | 931.5 |
| 7 | 89°30'40" | 4.005 | 4.005 | 268.5 |
| 8 | 179°32'55" | 8.655 | 8.655 | 538.5 |
| 9 | 179°32'55" | 5.285 | 5.285 | 348.5 |
| 10 | 179°32'55" | 11.176 | 11.176 | 708.5 |
| 11 | 179°32'55" | 19.205 | 19.205 | 1218.5 |
| 12 | 179°32'55" | 5.285 | 5.285 | 348.5 |
| 13 | 179°32'55" | 11.176 | 11.176 | 708.5 |
| 14 | 179°32'55" | 19.205 | 19.205 | 1218.5 |
| 15 | 179°32'55" | 5.285 | 5.285 | 348.5 |
| 16 | 179°32'55" | 11.176 | 11.176 | 708.5 |
| 17 | 179°32'55" | 19.205 | 19.205 | 1218.5 |
| 18 | 179°32'55" | 5.285 | 5.285 | 348.5 |
| 19 | 179°32'55" | 11.176 | 11.176 | 708.5 |
| 20 | 179°32'55" | 19.205 | 19.205 | 1218.5 |
| 21 | 179°32'55" | 5.285 | 5.285 | 348.5 |
| 22 | 179°32'55" | 11.176 | 11.176 | 708.5 |
| 23 | 179°32'55" | 19.205 | 19.205 | 1218.5 |
| 24 | 179°32'55" | 5.285 | 5.285 | 348.5 |
| 25 | 179°32'55" | 11.176 | 11.176 | 708.5 |
| 26 | 179°32'55" | 19.205 | 19.205 | 1218.5 |
| 27 | 179°32'55" | 5.285 | 5.285 | 348.5 |
| 28 | 179°32'55" | 11.176 | 11.176 | 708.5 |
| 29 | 179°32'55" | 19.205 | 19.205 | 1218.5 |
| 30 | 179°32'55" | 5.285 | 5.285 | 348.5 |
| 31 | 179°32'55" | 11.176 | 11.176 | 708.5 |
| 32 | 179°32'55" | 19.205 | 19.205 | 1218.5 |
| 33 | 179°32'55" | 5.285 | 5.285 | 348.5 |




PLAN FORM 6 (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

| | |
|--|---|
| Registered:  02.02.2015 Title System: TORRENS Purpose: SUBDIVISION | Office Use Only Office Use Only <h1 style="text-align: center;">DP1204578</h1> |
| PLAN OF SUBDIVISION OF LOT 221 D.P.1188051 & LOT 802 D.P.1194225 | LGA: MAITLAND Locality: BOLWARRA HEIGHTS Parish: MIDDLEHOPE County: DURHAM |
| <p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</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. Signature: Date: File Number: Office: | <p style="text-align: center;">Survey Certificate</p> I, NIGEL DELFS of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 7th October 2014 . *(b) The part of the land shown in the plan ("being" excluding A.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  Dated: 11/12/14 Surveyor ID: 8232 Datum Line: 'X' - 'Y' Type: *Urban/ *Rural The terrain is *Level - Undulating / *Steep - Mountainous- * Strike through if inapplicable ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. |
| <p style="text-align: center;">Subdivision Certificate</p> I, Deanne Harris *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: Maitland City Council Date of endorsement: 18.12.14 Subdivision Certificate number: 092588 File number: DA09 2588 *Strike through if inapplicable | Statements of intention to dedicate public roads, public reserves and drainage reserves IT IS INTENDED TO DEDICATE GRAHAM WAY & THE EXTENSION OF RADIANT AVENUE & PRINCE STREET TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOT 321 TO THE PUBLIC AS DRAINAGE RESERVE SUBJECT TO EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.3 WIDE. |
| Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A | Plans used in the preparation of survey/compilation D.P.1178446 D.P.1182236 D.P.32519 D.P.1188051 D.P.1194225 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 14027 |

PLAN FORM 6A (2012)


WARNING : Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Office Use Only

Registered  02.02.2015

**PLAN OF SUBDIVISION OF LOT 221
 D.P.1188051 & LOT 802 D.P.1194225**

Subdivision Certificate number : 092588
 Date of Endorsement : 18.12.14

Office Use Only

DP1204578

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

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (F)
2. POSITIVE COVENANT 7.5 WIDE (E)
3. RIGHT OF CARRIAGEWAY 3.5 WIDE & VARIABLE (G)
4. EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE (H)
5. RESTRICTION AS TO USER
6. RESTRICTION AS TO USER
7. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.3 WIDE (J)

TO RELEASE:-

1. EASEMENT TO DRAIN WATER 4 WIDE & VARIABLE (VIDE D.P.1182236)

| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|-----|------------|-------------|-------------|------------------|
| 301 | 52 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 302 | 50 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 303 | 48 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 304 | 46 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 305 | 44 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 306 | 42 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 307 | 40 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 308 | 24 | PRINCE | STREET | BOLWARRA HEIGHTS |
| 309 | 22 | PRINCE | STREET | BOLWARRA HEIGHTS |
| 310 | 20 | PRINCE | STREET | BOLWARRA HEIGHTS |
| 311 | 18 | PRINCE | STREET | BOLWARRA HEIGHTS |
| 312 | 16 | PRINCE | STREET | BOLWARRA HEIGHTS |
| 313 | 49 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 314 | 51 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 315 | 53 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 316 | 55 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 317 | 57 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 318 | 59 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 319 | 61 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 320 | 63 | RADIANT | AVENUE | BOLWARRA HEIGHTS |
| 321 | N/A | PRINCE | STREET | BOLWARRA HEIGHTS |
| 322 | N/A | GRAHAM | WAY | BOLWARRA HEIGHTS |
| 323 | N/A | PRINCE | STREET | BOLWARRA HEIGHTS |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14027

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered



02.02.2015

Office Use Only

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PLAN OF SUBDIVISION OF LOT 221
D.P.1188051 & LOT 802 D.P.1194225


DP1204578


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

Subdivision Certificate number : 092588

Date of Endorsement : 18.12.14

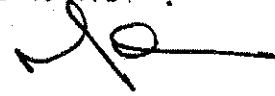
EXECUTED BY LARGS HOLDINGS PTY LIMITED A.C.N. 118 291 026 BY


DIRECTOR
BRADLEY STEWART EVERETT


DIRECTOR
MICHAEL JOHN O'SULLIVAN

EXECUTED BY LARGS HOLDINGS 2 PTY LIMITED A.C.N. 152 003 891 BY


DIRECTOR
BRADLEY STEWART EVERETT


DIRECTOR
MICHAEL JOHN O'SULLIVAN

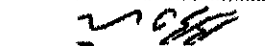
AUSTRALIAN AND NEW ZEALAND BANKING GROUP LIMITED (ANZ) A.C.N. 005 357 522

Address of Witness
NEWCASTLE WEST NSW 2302

Level 1 490 King Street
Print name of Witness

Signature of Witness
BRETT BOLTON

Signature of Attorney
in the presence of



notice of revocation of that Power

and that he/she has not received

Senior Manager / Manager

who certifies that he/she is a

MATTHEW ADAMS

Book: 4376 No: 410 by

and registered in New South Wales

under Power of Attorney dated 18th November 2002

ABN 11 005 357 522

Australia and New Zealand Banking Group Limited


Executed for and on behalf of

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14027

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

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of ~~4~~⁵ sheet(s)

Registered  02.02.2015 Office Use Only

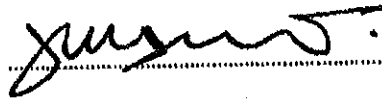
Office Use Only
DP1204578

**PLAN OF SUBDIVISION OF LOT 221
D.P.1188051 & LOT 802 D.P.1194225**

This sheet is for the provision of the following information as required:
• A schedule of lots and addresses See 60(c) SSI Regulation 2012
• Statements of intention to create and release affecting interests in accordance with section 80B 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 : **092588**
Date of Endorsement : **18.12.14**

EXECUTED FOR AND ON BEHALF OF AUSGRID BY:

 Trevor Mark Armstrong

ITS DULY CONSTITUTED ATTORNEY PURSUANT POWER OF
ATTORNEY REGISTERED BOOK 4641 NO.639 IN THE PRESENCE OF:


WITNESS

AMY ELISE HILL

PRINT NAME OF WITNESS

570 GEORGE STREET
SYDNEY, NSW 2000
ADDRESS OF WITNESS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14027

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered



02.02.2015

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Office Use Only

PLAN OF SUBDIVISION OF LOT 221
D.P.1188051 & LOT 802 D.P.1194225

DP1204578

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

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

Subdivision Certificate number : 082588

Date of Endorsement : 18.12.14

MAITLAND MUTUAL BUILDING SOCIETY LIMITED A.C.N. 087 651 983

MAITLAND MUTUAL BUILDING SOCIETY LIMITED
ACN 087 651 983 BY ITS ATTORNEY

(name) Kieran O'Leary
(position) MANAGER LENDING AND COMPLIANCE

PURSUANT TO POWER OF ATTORNEY REGISTERED
BOOK 4521 No. 745 BOOK 4677 No. 414

DATED: 29/12/2014
(signed) [Signature]

(witness) [Signature] MICHELE SEARL

(signed) [Signature]
(address) 417 HIGH STREET MAITLAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14027

ePlan

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

LENGTHS ARE IN METRES

(Sheet 1 of 7 Sheets)

Plan: **DP1204578**

Subdivision of Lot 221 DP1188051
 and Lot 802 DP 1194225 covered by
 Subdivision Certificate No: **092588**
 Dated 18.12.2014

Full name and address of Proprietors of Land:

Largs Holdings Pty Limited
 (A.C.N. 118 291 026)
 1 Hartley Drive, Thornton 2322

Largs Holdings 2 Pty Limited
 (A.C.N. 152 003 891)
 1 Hartley Drive, Thornton 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), road(s), bodies or Prescribed Authorities: |
|---|---|--|--|
| 1 | Easement to Drain Water 1.5 wide | 310 | Lot 702 & 703 DP 1177934 & that Part of 322 & 323 designated (W) |
| 2 | Positive Covenant 7.5 wide | Part of Lots 315, 316, 318, 319 & 320 designated (E) | Maitland City Council |
| 3 | Right of Carriageway 3.5 Wide and Variable | 315 316 | 316 315 |
| 4 | Easement to Drain Water 1.5 wide and Variable | 315 316 | That part of 322 designated (Y) Lot 315 and that part of 322 designated (Y) |
| 5 | Restriction as to User | All Lots except Lot 321, 322 and 323 | Every Other Lot except Lot 321, 322 & 323 |
| 6 | Restriction as to User | Lots 315, 316, 318, 319 & 320 | Maitland City Council |
| 7 | Easement for Electricity and Other Purposes 5.3 Wide | 321 | Ausgrid ABN 67 505 337 385 |

8

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED PURSUANT TO ^{ePlan}
SECTION 88B OF THE CONVEYANCING ACT, 1919

LENGTHS ARE IN METRES

(Sheet 2 of 7 Sheets)

Plan: **DP1204578**

Subdivision of Lot 221 DP1188051
and Lot 802 DP 1194225 covered by
Subdivision Certificate No: **092588**
Dated 18.12.2014

Part 1A (TO BE RELEASED)

| Number of item shown in the intention panel on the plan | Identity of easement, profit a prendre, restriction or positive covenant to be released and referred to in the plan | Burdened lot(s) or parcel(s) : | Benefited lot(s), road(s), bodies or Prescribed Authorities : |
|---|---|--|---|
| 1 | Easement to Drain Water 4 Wide and variable (Vide 1182236) | Lot 221 DP 1188051 Lot 802 DP 1194225 | Maitland City Council |

PART 2

1. **Terms of the easement, profit a prendre, restriction, or positive covenant secondly referred to in the abovementioned plan.**

The proprietor for the time being of any lot burdened shall at all times maintain a landscaped area in the nature of trees and shrubs as approved in accordance with the Largs Urban Release Area Plan.

2. **Terms of the easement, profit a prendre, restriction, or positive covenant fifthly referred to in the abovementioned plan.**

Dwelling houses

- 2.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 150 m² exclusive of car accommodation, external landings and patios.
- 2.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass or concrete treated with painted texture render.
- 2.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.
- 2.4 Not more than one main residential dwelling shall be erected on any lot burdened provided that dual occupancy of a residential dwelling on a lot burdened may be permitted provided:-
- (a) The dual occupancy is an attached dual occupancy;
 - (b) Each part of the dual occupancy has an internal floor area of not less than 120 m² exclusive of car accommodation, external landings and patios;
 - (c) The building otherwise complies with the covenants herein.

8

ePlan

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

LENGTHS ARE IN METRES

(Sheet 3 of 7 Sheets)

Plan: **DP1204578**

Subdivision of Lot 221 DP1188051
and Lot 802 DP 1194225 covered by
Subdivision Certificate No: **092588**
Dated 18.12.2014

- 2.5 No existing dwelling house or relocatable type dwelling shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

Ancillary buildings

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

- (a) It is situate no closer to the street frontage than the dwelling house;
- (b) It has external walls constructed of materials permitted for the external walls of the dwelling house;
- (c) It has a roof constructed of materials permitted for the dwelling house;
- (d) It has an internal floor area of less than 30m²;

(An ancillary building does not include lawn lockers, pergolas, greenhouses, cubby houses or other utility type structures.)

Fencing of common boundaries

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

- (a) Is erected on the front boundary;
- (b) Is erected between the building line, as fixed by the Maitland City Council, and any adjoining public road that exceeds 1,200 mm in height or is constructed of materials other than hardwood, stone or the same brick as the dwelling house on the adjoining lot sharing the common boundary. This restriction shall not prevent or preclude the fencing of boundaries of a lot common with a pathway or public reserve up to 1,800 mm in height;
- (c) Is constructed on a boundary behind the building line as fixed by the Maitland City Council that exceeds 1,800 mm in height or is constructed of materials other than Colorbond, hardwood, stone, brushwood or the same brick as any dwelling house on a lot sharing the common boundary;

- 2.8 No fence shall be erected on a lot burdened unless it is erected without expense to Largs Holdings Pty Limited, its successors and permitted assigns other than Purchasers on sale.

8

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED PURSUANT TO ^{ePlan}
SECTION 88B OF THE CONVEYANCING ACT, 1919

LENGTHS ARE IN METRES

(Sheet 4 of 7 Sheets)

Plan: **DP1204578**

Subdivision of Lot 221 DP1188051
and Lot 802 DP 1194225 covered by
Subdivision Certificate No: **092588**
Dated 18.12.2014

Prohibited activities

- 2.9 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried on on any lot burdened.
- 2.10 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.
- 2.11 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.
- 2.12 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.
- 2.13 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind the dwelling house erected on the lot burdened.
- 2.14 No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one year from the date of transfer by Largs Holdings Pty Ltd without the prior written consent of Largs Holdings Pty Ltd.

Acknowledgment of Covenants

- 2.15 The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.
- 2.16 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a subdivision, excluding land which is not residential, and shall be enforceable against the proprietor of each and every lot from time to time so burdened.
- 2.17 The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the full extent permitted by law.



ePlan

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

LENGTHS ARE IN METRES

(Sheet 5 of 7 Sheets)

Plan: **DP1204578**

Subdivision of Lot 221 DP1188051
and Lot 802 DP 1194225 covered by
Subdivision Certificate No: **092588**
Dated 18.12.2014

Any release, variation or modification of these restrictions will be made and done in all respects at the cost and expense of the person or persons requesting same.

The name of the person having the power to release, vary or modify this Restriction as to User is Largs Holdings Pty Limited and if Largs Holdings Pty Limited no longer exist or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

3. Terms of the easement, profit a prendre, restriction, or positive covenant sixthly referred to in the abovementioned plan.


3.1 No direct vehicle access to or from Paterson Road to any lot burdened is permitted without the consent of Maitland City Council.

3.2 No boundary fencing shall be constructed on the Paterson Road boundary of any lot burdened unless that fencing is post and wire or timber rail construction.

4. Terms of the easement, profit a prendre, restriction, or positive covenant seventhly referred to in the abovementioned plan.

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

MAITLAND CITY COUNCIL


LEANNE HARRIS
(AUTHORISED PERSON)

ePlan

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

LENGTHS ARE IN METRES

(Sheet 6 of 7 Sheets)

Plan: **DP1204578**

Subdivision of Lot 221 DP1188051
and Lot 802 DP 1194225 covered by
Subdivision Certificate No: **092588**
Dated 18.12.2014

EXECUTED by LARGS HOLDINGS)
PTY LIMITED (A.C.N. 118 291 026))
in accordance with Section 127 of the)
Corporations Act)


Director
MICHAEL JOHN O'SULLIVAN


Director
BRADLEY STEWART EVERETT

EXECUTED by LARGS HOLDINGS 2)
PTY LIMITED (A.C.N. 152 003 891))
in accordance with Section 127 of the)
Corporations Act)


Director
MICHAEL JOHN O'SULLIVAN


Director
BRADLEY STEWART EVERETT

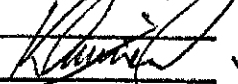
Maitland Mutual Building Society Limited A.C.N. 087 651 983

MAITLAND MUTUAL BUILDING SOCIETY LIMITED
A.C.N. 087 651 983 BY ITS ATTORNEY

(name) Kieran O'Quigley
(position) MANAGER LENDING AND COMPLIANCE

PURSUANT TO POWER OF ATTORNEY REGISTERED

BOOK 4521 No. 745 BOOK 4677 No. 414

DATED: 29/12/2014
(signed) 

(witness) MICHELE SEARE

(signed) [Signature]
(address) 417 HIGH STREET MAITLAND

ePlan

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

LENGTHS ARE IN METRES

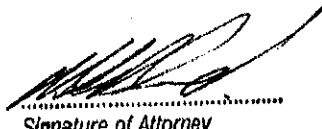
(Sheet 7 of 7 Sheets)

Plan: **DP1204578**

Subdivision of Lot 221 DP1188051
and Lot 802 DP 1194225 covered by
Subdivision Certificate No: **092588**
Dated 18.12.2014

Australian and New Zealand Banking Group limited (ANZ) A.C.N. 005 357 522

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book: 4376 No: 410 by *MATTHEW ADAM*



Signature of Attorney
In the presence of



Signature of Witness

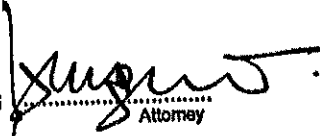

BRET BOLTON

Print name of Witness
Level 1 490 King Street
NEWCASTLE WEST NSW 2302
Address of Witness

.....
who certifies that he/she is a
~~Senior Manager~~ *Manager*
and that he/she has not received
notice of revocation of that Power.

AUSGRID

SIGNED SEALED AND DELIVERED
for and on behalf of Ausgrid
TREVOR MARK ARMSTRONG
its duly constituted Attorney
pursuant to Power of Attorney
registered
Book *46A* No. *639*


.....

.....
Attorney
Witness

REGISTERED  02.02.2015

PLAN FORM 2 (A) DP1178446

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

| MARK | M.G.A. CO-ORDINATES | SURVEYING REGULATION 2006 - CLAUSE 35(1)(b) & CLAUSE 61(2) | ZONE | CLASS | ORDER | METHOD | ORIGIN |
|------------|---------------------|--|------|-------|-------|--------|--------|
| FM 61049 | 368 283.801 | | 56 | A | 1 | | SOMS |
| SSM 50049 | 368 961.729 | | 56 | C | 3 | | SOMS |
| SSM 67366 | 369 046.635 | | 56 | C | 3 | | SOMS |
| SSM 67628 | 368 970.918 | | 56 | C | 3 | | SOMS |
| SSM 165047 | 368 753.2 | | 56 | C | 3 | | SOMS |
| SSM 165048 | 368 753.1 | | 56 | C | 3 | | SOMS |
| SSM 165049 | 368 591.0 | | 56 | C | 3 | | SOMS |

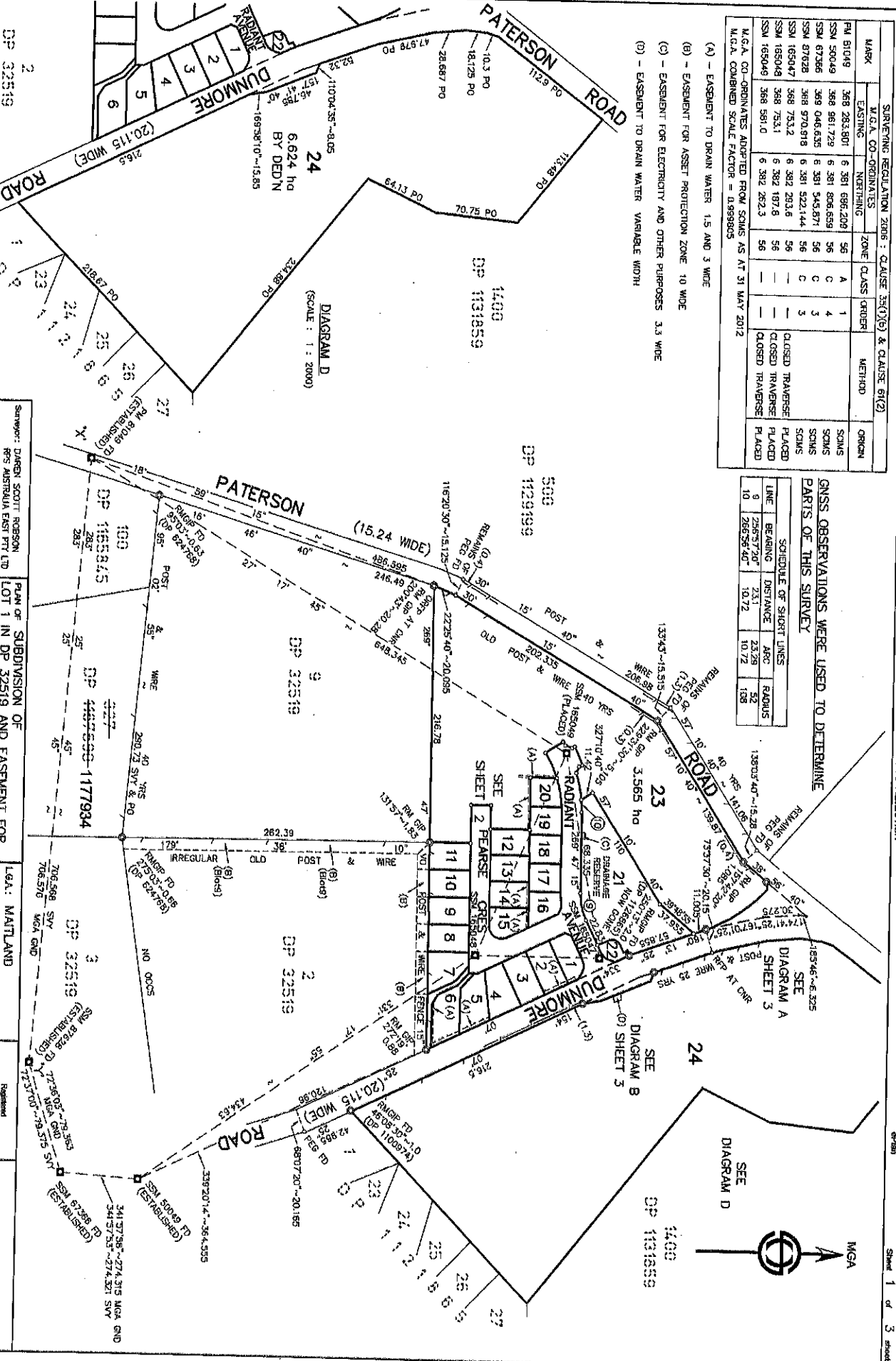
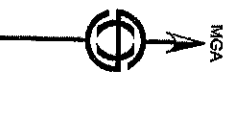
M.G.A. CO-ORDINATES ADAPTED FROM SOMS AS AT 31 MAY 2012
 M.G.A. COMBINED SCALE FACTOR = 0.999805

- (A) - EASEMENT TO DRAIN WATER 1.5 AND 3 WIDE
- (B) - EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE
- (C) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE
- (D) - EASEMENT TO DRAIN WATER VARIABLE WIDTH

GNS3 OBSERVATIONS WERE USED TO DETERMINE PARTS OF THIS SURVEY

| LINE | BEARING | DISTANCE | ARC | RAJUS |
|------|------------|----------|-------|-------|
| 9 | 256°37'0" | 23.1 | 23.29 | 52 |
| 10 | 266°56'40" | 10.72 | 10.72 | 150 |

SEE DIAGRAM A SHEET 3
 SEE DIAGRAM B SHEET 3
 SEE DIAGRAM D



Surveyor: DAREN SCOTT ROBERTSON
 Date of Survey: 11th JULY 2012
 Surveyor Ref: 23098 - 8 STE 1 NEMC

Plan of SUBDIVISION OF LOT 1 IN DP 32519 AND EASEMENT FOR ASSET PROTECTION ZONE WITHIN LOT 2 IN DP 32519 AND ROAD WIDENING WITHIN LOT 1300 IN DP 1132122

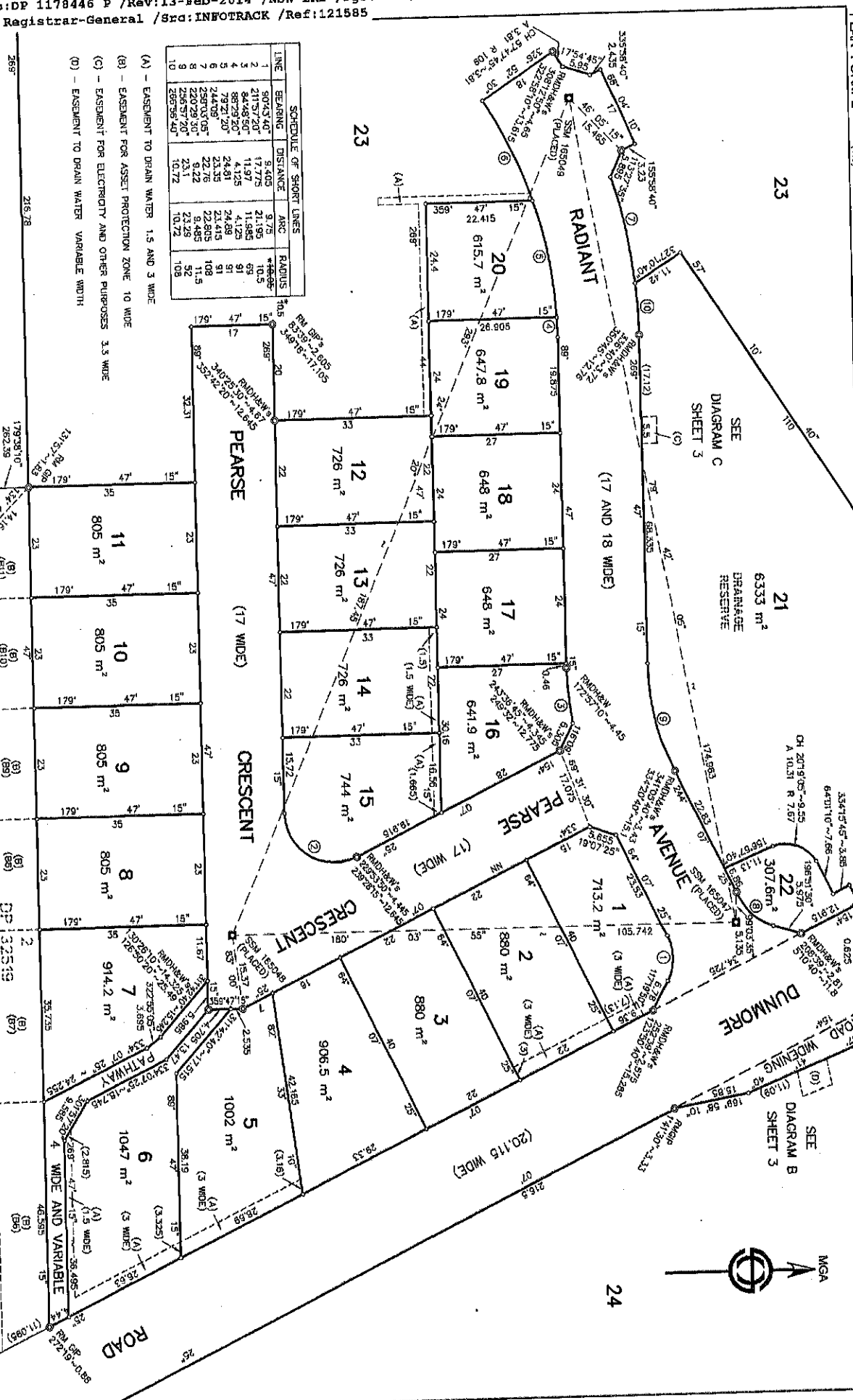
LG.A: MATLAND
 Location: BOLWARRA HEIGHTS
 Subdivision No.: 092588
 Registered 14.9.2012

DP1178446

PLAN FORM 2 (A)DP1178446

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 2 of 3 sheets



| LINE | BEARING | DISTANCE | ARC | RADIUS |
|------|------------------|----------|--------|--------|
| 1 | S 0° 3' 42" E | 5.409 | 9.75 | +0.009 |
| 2 | 211° 57' 20" E | 17.775 | 21.95 | 10.5 |
| 3 | S 44° 48' 50" E | 11.937 | 11.985 | 69 |
| 4 | S 88° 29' 20" E | 4.125 | 4.125 | 91 |
| 5 | S 79° 21' 20" E | 24.81 | 24.89 | 91 |
| 6 | S 24° 40' E | 23.35 | 23.48 | 108 |
| 7 | S 259° 03' 05" E | 22.76 | 22.84 | 11.5 |
| 8 | S 20° 29' 30" E | 23.14 | 23.28 | 52 |
| 9 | S 26° 57' 40" E | 10.72 | 10.72 | 108 |
| 10 | | | | |

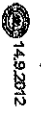
- (A) - EASEMENT TO DRAIN WATER 1.5 AND 3 WIDE
- (B) - EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE
- (C) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE
- (D) - EASEMENT TO DRAIN WATER VARIABLE WIDTH

DP 32519

Shopper: DAREN SCOTT ROBERTSON
 805 AUSTRALIA EAST PT LTD
 Date of Survey: 11TH JULY 2012
 Surveyor's Ref: 25098-8 STC 1 NEWK

PLAN OF SUBDIVISION OF LOT 1 IN DP 32519 AND EASEMENT FOR ASSET PROTECTION ZONE WITHIN LOT 2 IN DP 32519 AND ROAD WIDENING WITHIN LOT 1300 IN DP 1132122

LEG: MAITLAND
 Locality: BOLWARRA HEIGHTS
 Subdivision No.: 092588
 Length in metres: Reduction Ratio: 500



DP1178446

* LINE 1 IN SCHEDULE OF SHORT LINES RADIUS AMENDED VIDE 2013-1050 12.2.2014

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DIAGRAM A
(NOT TO SCALE)

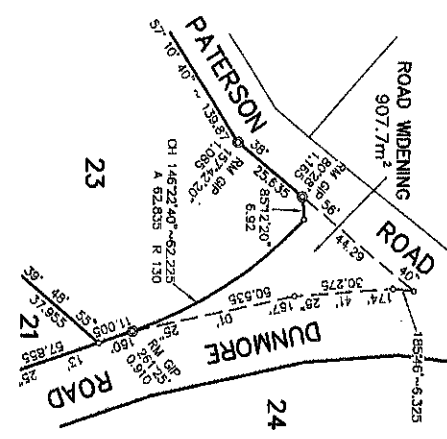


DIAGRAM B
(NOT TO SCALE)

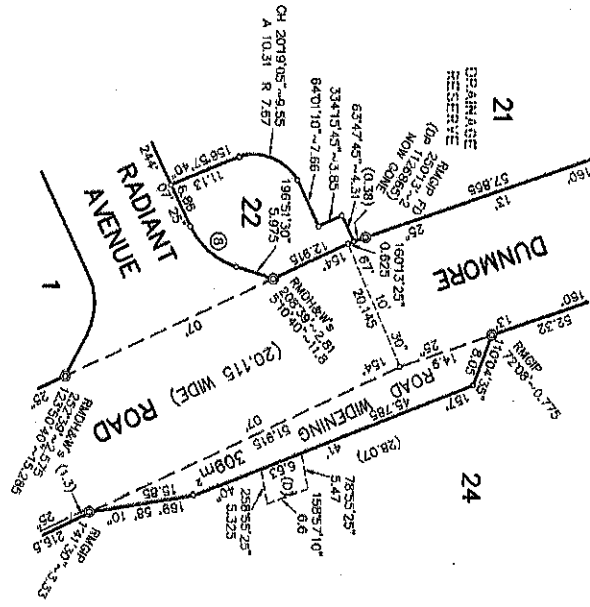
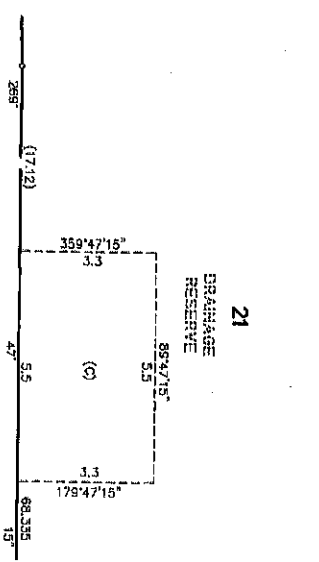


DIAGRAM C
(NOT TO SCALE)

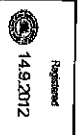


- (c) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE
- (d) - EASEMENT TO DRAIN WATER VARIABLE WIDTH

| LINE | BEARING | DISTANCE | ARC | RADIUS |
|------|------------|----------|-------|--------|
| B | 220°29'30" | 9.22 | 9.485 | 11.5 |

Surveyor: DARREN SCOTT ROBSON
 Date of Survey: 11TH JULY 2012
 Surveyor's Ref.: 23098-B-STE 1 NEWC
 R/S AUSTRALIA EAST PTY LTD
 PLAN OF SUBDIVISION OF
 LOT 1 IN DP 32519 AND EASEMENT FOR
 ASSET PROTECTION ZONE WITHIN
 LOT 2 IN DP 32519 AND ROAD WIDENING
 WITHIN LOT 1300 IN DP 1132122

LGA: MAITLAND
 Locality: BOLWARRA HEIGHTS
 Subdivision No.: 092588
 Length in metres, Reduction Factor: 1: 500



149/2012
 DP1178446



PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

* OFFICE USE ONLY

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

CREATE:

1. EASEMENT TO DRAIN WATER 1.5 AND 3 WIDE (A)
2. EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE (B)
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (C)
4. EASEMENT TO DRAIN WATER VARIABLE WIDTH (D)
5. RESTRICTION AS TO USER
6. RESTRICTION AS TO USER
7. RESTRICTION AS TO USER

RELEASE:

1. EASEMENT FOR WASTE WATER PUMP STATION 20 WIDE (VIDE DP 1126865)

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW / Western Lands Office Approval

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

Signature:
 Date:
 File Number:
 Office:


Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:
 the proposed subdivision set out herein
 * (insert "subdivision" or "new road")

* Authorised Person / General Manager / Accredited Certifier
 Consent Authority: Maitland City Council
 Date of Endorsement: 16.8.12
 Accreditation No.:
 Subdivision Certificate No.: 092588
 File No.: DA09 2588

* Delete whichever is inapplicable.

DP1178446

Registered:  14.9.2012
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 1 IN DP 32519 AND EASEMENT FOR ASSET PROTECTION ZONE WITHIN LOT 2 IN DP 32519 AND ROAD WIDENING WITHIN LOT 1300 IN DP 1132122

LGA: MAITLAND
 Locality: BOLWARRA HEIGHTS
 Parish: MIDDLEHOPE
 County: DURHAM

Surveying and Spatial Information Regulation, 2006

I, DAREN SCOTT ROBSON
 of RPS AUSTRALIA EAST PTY LTD
241 DENISON STREET, BROADMEADOW
 a surveyor registered under the Surveying and Spatial Information Act, 2002
 certify that the survey represented in this plan is accurate, has been made
 in accordance with the Surveying and Spatial Information Regulation, 2006
 and was completed on: 11 JULY 2012

The survey relates to
lots 1 to 23
easement and road widening
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: Daren S. Robson Dated: 22-08-12
 Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: 'X' ~ 'Y'
 Type: ~~Urban~~ / ~~Rural~~

Plans used in preparation of Survey / Completion:
 DP 32519
 DP 1126865
 DP 1165845

SURVEYOR'S REFERENCE: 23098-8 STG 1 NEWC

PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

PLAN OF SUBDIVISION OF
LOT 1 IN DP 32519 AND
EASEMENT FOR ASSET
PROTECTION ZONE WITHIN
LOT 2 IN DP 32519
AND ROAD WIDENING WITHIN
LOT 1300 IN DP 1132122

DP1178446

Registered:  14/9/2012

* OFFICE USE ONLY

Subdivision Certificate No: 092588

Date of Endorsement: 16.8.12

IT IS INTENDED TO CREATE LOT 21 AS A DRAINAGE RESERVE
IT IS INTENDED TO DEDICATE RADIANT AVENUE, PEARSE CRESCENT, THE PATHWAY AND THE
THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD

LARGS HOLDINGS PTY LTD

EXECUTED by LARGS HOLDINGS)
PTY LIMITED (A.C.N. 118 291 026))
In accordance with Section 127 of the
Corporations Act

Director

BRADLEY STEWART EVERETT

Director / Secretary

BARRY GRANT RUMBEL

MAITLAND COUNCIL

DAVID EVANS

GENERAL MANAGER

DELEGATE OF MAITLAND CITY COUNCIL

By RESOLUTION OF THE COUNCIL DATED

25 AUGUST 2009

AND I HAVE NO NOTICE OF THE REVOCATION
OF SUCH DELEGATION.


SURVEYOR'S REFERENCE: 23098-8 STG 1 NEWC

PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)

PLAN OF SUBDIVISION OF
 LOT 1 IN DP 32519 AND
 EASEMENT FOR ASSET
 PROTECTION ZONE WITHIN
 LOT 2 IN DP 32519
 AND ROAD WIDENING WITHIN
 LOT 1300 IN DP 1132122

DP1178446

Registered:  14.9.2012



* OFFICE USE ONLY

Subdivision Certificate No: 092588

Date of Endorsement: 16.8.12


ANZ BANKING GROUP LTD

Executed for and on behalf of
 Australia and New Zealand Banking Group Limited
 ABN 11 005 357 522
 under Power of Attorney dated 18th November 2002
 and registered in New South Wales
 Book: 4378 Folio: 410 by
 JOHN LESLIE BRYANT
 who certifies that he/she is a
 Senior Manager/ Manager
 and that he/she has not received
 notice of revocation of that Power.


 Signature of Attorney
 In the presence of

 Signature of Witness
 TRACEY CLEMONS
 Print name of Witness
 13/20 Martin Place
 SYDNEY NSW 2000
 Address of Witness

HUNTER WATER CORPORATION

HUNTER WATER CORPORATION
 by its attorney


 STEPHEN GEORGE PHILLIPS
 pursuant to Power of Attorney
 Book: 4633 No. 465

X 
 Signature of Witness

Signed in my presence by its
 Attorney who is personally known
 to me.

X 
 Witness

X VICKI HALL
 Name of Witness

10 CARDIFF RD WALLSEND.
 Address of Witness

SURVEYOR'S REFERENCE: 23098-8 STG 1 NEWC

PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF
LOT 1 IN DP 32519 AND
EASEMENT FOR ASSET
PROTECTION ZONE WITHIN
LOT 2 IN DP 32519
AND ROAD WIDENING WITHIN
LOT 1300 IN DP 1132122

DP1178446

Registered:  14.9.2012

* OFFICE USE ONLY

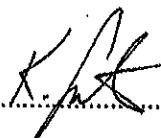
Subdivision Certificate No: 092588

Date of Endorsement: 16.8.12

AUSGRID

EXECUTED for and on behalf of AUSGRID
ABN 67 506 337 385 by

KATHERINE MARGARET GUNTON
its duly constituted Attorney pursuant to Power
of Attorney registered
Book 4528 No. 401 in the presence of:


.....
Attorney

Witness

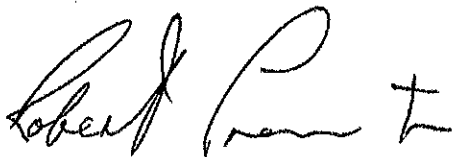
BROOKE ANNE THOMSON
Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

Address of Witness

ROBERT NORMAN TRANTER (LOT 1300 DP 1132122)

ALBERT NORMAN TRANTER





SIGNED BY ROBERT NORMAN TRANTER
AS ATTORNEY FOR ALBERT NORMAN
TRANTER PURSUANT TO POWER OF
ATTORNEY BOOK 4634
NO. 822

SURVEYOR'S REFERENCE: 23098-8 STG 1 NEWC

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

LENGTHS ARE IN METRES

(Sheet 1 of 11 Sheets)

Plan: **DP1178446**

Subdivision of Lot 1 in DP32519 and Easement for Asset Protection Zone within Lot 2 DP 32519 and Road Widening within Lot 1300 DP 1132122 covered by Subdivision Certificate No: ~~092588~~

Full name and address of Proprietors of Land:

Large Holdings Pty Limited
 (A.C.N. 118 291 026)
 373 High Street, Maitland. 2320

Maitland City Council
 285-287 High Street, Maitland. 2320

Robert Norman Tranter and Norman Albert Tranter
 790 Wine Country Drive, Lovedale 2325

Full Name and Address of Mortgagee of Land:

ANZ Banking Group Limited
 (A.C.N. 005 357 522)
 490 King Street, Newcastle West 2302

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), road(s), bodies or Prescribed Authorities: |
|---|---|--|--|
| 1 | Easement to Drain Water 1.5 and 3 wide (A) | 1 2 5 6 14 15 23 | 2 and 3 3 4 4, 5 and 7 13 13 and 14 12 |
| 2 | Easement for Asset Protection Zone 10 wide (B) | That part of Lot 2 DP 32519 designated (B6) That part of Lot 2 DP 32519 designated (B7) That part of Lot 2 DP 32519 designated (B8) That part of Lot 2 DP 32519 designated (B9) That part of Lot 2 DP 32519 designated (B10) That part of Lot 2 DP 32519 designated (B11) That part of Lot 2 DP 32519 designated (Blot9) | 6 7 8 9 10 11 Lot 9 DP 32519 |

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

LENGTHS ARE IN METRES

(Sheet 2 of 11 Sheets)

Plan: **DP1178446**

Subdivision of Lot 1 in DP32519 and Easement for Asset Protection Zone within Lot 2 DP 32519 and Road Widening within Lot 1300 DP 1132122 covered by Subdivision Certificate No: **092588**

| | | | |
|---|--|--|---|
| 3 | Easement for Electricity and Other Purposes 3.3 Wide (C) | 21 | Ausgrid ABN 67 505 337 385 |
| 4 | Easement to Drain Water Variable Width (D) | 24 | Maitland City Council |
| 5 | Restriction as to User | 1 to 6 inclusive | Maitland City Council |
| 6 | Restriction as to User | 6 to 11 inclusive | Every other Lot 6 to 11 inclusive |
| 7 | Restriction as to User | All Lots except Lots 21, 22, 23 and 24 | Every Other Lot except Lots 21, 22, 23 and 24 |

PART 1A (RELEASE)

| Number of Item shown in the intention panel on the plan | Identity of easement, profit a prendre, restriction or positive covenant to be released and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|--|-------------------------------|--|
| 1 | Easement for Waste Water Pump Station 20 Wide (Vide DP 1126885) | Lot 1 DP 32519 | Hunter Water Corporation |

PART 2

1. Terms of the easement, profit a prendre, restriction, or positive covenant secondly referred to in the abovementioned plan.

1.1 Full and free right for every person who is at any time entitled to an estate or interest in the Lot Benefited or any part thereof ("grantee") and every person authorised by the grantee, from time to time, and at all times to enter onto the Lot Burdened within the site of the easement indicated on the plan ("Asset Protection Zone"), together with the right to manage the Asset Protection Zone by carrying out bushfire hazard reduction work in the Asset Protection Zone so as to or reduce the bushfire hazard to the improvements on the Lot Benefited and to do anything reasonably necessary for that purpose including but not limited to:

- (a) the establishment or maintenance of fire breaks within the Asset Protection Zone;

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

LENGTHS ARE IN METRES

(Sheet 3 of 11 Sheets)

Plan: **DP1178446**

Subdivision of Lot 1 in DP32519 and
Easement for Asset Protection Zone
within Lot 2 DP 32519 and Road
Widening within Lot 1300
DP 1132122 covered by Subdivision
Certificate No: **CA2588**

- (b) the controlled application of appropriate fire regimes or other means for the reduction or modification of available fuels in the Asset Protection Zone to mitigate against the spread of a bushfire;
- (c) entering upon and obtaining access to the Asset Protection Zone at any time with surveyors, workmen, vehicles, materials, machinery or implements or any other necessary things or persons; and
- (d) placing and leaving on while work is being undertaken, or removing from, the Asset Protection Zone all necessary materials, machinery, implements and other things.

1.2 In exercising its rights the grantee must:

- (a) ensure that all work is done properly and in accordance with the recommendations of the report titled "Fuel Management Plan for Asset Protection Zones at Dunmore Ridge Estate, Lot 2 DP 32519, Dunmore Road Largs prepared by Firebird ecoSultants Pty Ltd (dated April 2012)" (the Report)
- (b) cause as little inconvenience as is practicable to the registered proprietor of the Lot Burdened and any other occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) make good within a reasonable time any damage it causes to the surface of the Lot Burdened and any improvement on it; and
- (e) restore the Lot Burdened as nearly as practicable to its former condition (subject to the Lot Burdened being maintained in the state required by the Report) and make good any collateral damage.

1.3 The registered proprietor of the Lot Burdened must not:

- (a) do or neglect to do or permit or suffer anything to be done which may result in the Asset Protection Zone being interfered with or comprised in terms of its capacity to reduce the bushfire hazard to the improvements on the Lot Benefited; or
- (b) erect or permit to be erected any building or other erection of any kind or description on over or under the Asset Protection Zone or carry out any form of construction affecting the surface, under surface or subsoil of the Asset Protection Zone or place any item whatsoever upon the surface of the Asset Protection Zone which may obstruct or interfere with access to the Asset Protection Zone without the prior written consent of the grantee or interfere with the capacity of the Asset Protection Zone to reduce the bushfire hazard to the improvements on the Lot Benefited.

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

LENGTHS ARE IN METRES

(Sheet 4 of 11 Sheets)

Plan: **DP1178446**

Subdivision of Lot 1 in DP32519 and
Easement for Asset Protection Zone
within Lot 2 DP 32519 and Road
Widening within Lot 1300
DP 1132122 covered by Subdivision
Certificate No: **CA 2588**

- 1.4 The grantee and the registered proprietor of the Lot Burdened covenant and agree that:
- (a) the grantee will maintain and manage the Asset Protection Zone being the subject of this easement so that the Asset Protection Zone possesses at all relevant times the characteristics of an **Outer Protection Zone 10 wide** as defined by the RFS and required by the Report

The cost of such maintenance and repair shall be borne by the grantee;
 - (b) the grantee is to undertake routine maintenance of the Asset Protection Zone and must repair any damage it causes to the Lot Burdened;
 - (c) the grantee indemnifies and keeps indemnified the registered proprietor of the Lot Burdened against all actions suits claims and damages of whatsoever nature which may be brought against the registered proprietor of the Lot Burdened to the extent that they arise because of the exercise by the grantee of its rights under this easement and all costs charges and expenses which the registered proprietor of the Lot Burdened may incur as a result of any act or omission of the grantee to the extent that they arise because of the exercise by the grantee of its rights, or the grantee's failure to comply with its obligations, under this easement; and
 - (d) the grantee and the registered proprietor of the Lot Burdened acknowledge that, from time to time, a hazard management officer may issue notices to the grantee as the occupier of the lot burdened pursuant to section 66 of the Rural Fires Act.

Upon receipt of a copy of the notice referred to in this clause 4(d), the grantee must comply with the terms of such a notice:

- (i) within the time specified in the notice; and
- (ii) at the grantee's expense.

Where:

- (i) the grantee fails to comply with the terms of a notice referred to in this clause 4(d); and
- (ii) the Commissioner elects to perform the work the subject of such a notice; and
- (iii) the Commissioner seeks to recover the costs of performing such work from the registered proprietor of the Lot Burdened, pursuant to section 70 of the Rural Fires Act,

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED PURSUANT TO
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(Sheet 5 of 11 Sheets)

Plan: **DP1178446**

Subdivision of Lot 1 in DP32519 and
Easement for Asset Protection Zone
within Lot 2 DP 32519 and Road
Widening within Lot 1300
DP 1132122 covered by Subdivision
Certificate No: 092588

the grantee indemnifies the registered proprietor of the Lot Burdened from any costs, liabilities, suits or other actions which may arise by virtue of the operation of section 70 of the Rural Fires Act; and

- (e) the grantee agrees that the use will be abandoned and the Easement will be released only if Maitland City Council gives notice in writing to the grantee or the registered proprietor of the Lot Burdened that an Asset Protection Zone is no longer required on the Lot Burdened;
- (f) the terms of the Easement may not be released, varied or modified except with the prior written agreement of Maitland City Council.

2. **Terms of the easement, profit a prendre, restriction, or positive covenant thirdly referred to in the abovementioned plan.**

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

3. **Terms of the easement, profit a prendre, restriction, or positive covenant fifthly referred to in the abovementioned plan.**

No direct vehicle access to or from Dunmore road to any lot burdened is permitted without the consent of Maitland City Council.

4. **Terms of the easement, profit a prendre, restriction, or positive covenant sixthly referred to in the abovementioned plan.**

- 4.1 No building or structure is permitted within 10 metres of the boundary of Lot 2 DP 32519 (also being the northern extremity of the Easement for Asset Protection Zone 10 wide in Lot 2 DP 32519) unless that building or structure is constructed of non-combustible materials and meets the requirements of the NSW Rural Fire Service Publication "Planning for Bushfire Protection 2006" and AS 3959-2009.

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

LENGTHS ARE IN METRES

(Sheet 6 of 11 Sheets)

Plan: **DP1178446**

Subdivision of Lot 1 in DP32519 and
Easement for Asset Protection Zone
within Lot 2 DP 32519 and Road
Widening within Lot 1300
DP 1132122 covered by Subdivision
Certificate No: **092588**

- 4.2 No landscaping or vegetation is permitted within 10 metres of the boundary of Lot 2 DP 32519 (also being the northern extremity of the Easement for Asset Protection Zone 10 wide in Lot 2 DP 32519) unless that landscaping or vegetation complies with the requirements of the NSW Rural Fire Service Publication "Planning for Bushfire Protection 2006" and the report titled "Fuel Management Plan for Asset Protection Zones at Dunmore Ridge Estate, Lot 2 DP 32519, Dunmore Road Large prepared by Firebird ecoSultants Pty Ltd (dated April 2012).
- 4.3 The name of the person having the power to release, vary or modify this Restriction as to User is the person or persons for the time being registered as the proprietor of the Land in the Plan of Subdivision having common boundaries with the land requesting such release or variation of the restriction. The terms of the Restriction as to User may not be released, varied or modified except with the prior written agreement of Maitland City Council.
5. **Terms of the easement, profit a prendre, restriction, or positive covenant severally referred to in the abovementioned plan.**
- Dwelling houses**
- 5.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 150 m² exclusive of car accommodation, external landings and patios.
- 5.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass or concrete treated with painted texture render.
- 5.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.
- 5.4 Not more than one main residential dwelling shall be erected on any lot burdened provided that dual occupancy of a residential dwelling on a lot burdened may be permitted provided:-
- (a) The dual occupancy is an attached dual occupancy;
- (b) Each part of the dual occupancy has an internal floor area of not less than 120 m² exclusive of car accommodation, external landings and patios;
- (c) The building otherwise complies with the covenants herein.
- 5.5 No existing dwelling house or relocatable type dwelling shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

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

LENGTHS ARE IN METRES

(Sheet 7 of 11 Sheets)

Plan: **DP1178446**

Subdivision of Lot 1 in DP32519 and
Easement for Asset Protection Zone
within Lot 2 DP 32519 and Road
Widening within Lot 1300
DP 1132122 covered by Subdivision
Certificate No: 092582

Ancillary buildings

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

- (a) It is situate no closer to the street frontage than the dwelling house;
- (b) It has external walls constructed of materials permitted for the external walls of the dwelling house;
- (c) It has a roof constructed of materials permitted for the dwelling house;
- (d) It has an internal floor area of less than 30m²;

(An ancillary building does not include lawn lockers, pergolas, greenhouses, cubby houses or other utility type structures.)

Fencing of common boundaries

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

- (a) Is erected on the front boundary;
- (b) Is erected between the building line, as fixed by the Maitland City Council, and any adjoining public road that exceeds 1,200 mm in height or is constructed of materials other than hardwood, stone or the same brick as the dwelling house on the adjoining lot sharing the common boundary. This restriction shall not prevent or preclude the fencing of boundaries of a lot common with a pathway or public reserve up to 1,800 mm in height;
- (c) Is constructed on a boundary behind the building line as fixed by the Maitland City Council that exceeds 1,800 mm in height or is constructed of materials other than Colorbond, hardwood, stone, brushwood or the same brick as any dwelling house on a lot sharing the common boundary;
- (d) Is constructed on the common boundary of any lot and Dunmore Road unless it is of a visually open character and is constructed of timber post and wire, timber post and rail or timber post and wire mesh.

5.8 No fence shall be erected on a lot burdened unless it is erected without expense to Largs Holdings Pty Limited, its successors and permitted assigns other than Purchasers on sale.

6

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

LENGTHS ARE IN METRES

(Sheet 8 of 11 Sheets)

Plan: **DP1178446**

Subdivision of Lot 1 in DP32519 and
Easement for Asset Protection Zone
within Lot 2 DP 32519 and Road
Widening within Lot 1300
DP 1132122 covered by Subdivision
Certificate No: **092588**

Prohibited activities

- 5.9 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried on on any lot burdened.
- 5.10 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.
- 5.11 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.
- 5.12 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.
- 5.13 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind the dwelling house erected on the lot burdened.
- 5.14 No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one year from the date of transfer by Largs Holdings Pty Ltd without the prior written consent of Largs Holdings Pty Ltd.

Acknowledgment of Covenants

- 5.15 The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.
- 5.16 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a subdivision, excluding land which is not residential, and shall be enforceable against the proprietor of each and every lot from time to time so burdened.
- 5.17 The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the full extent permitted by law.

REGISTERED



14.9.2012

AD

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

LENGTHS ARE IN METRES

(Sheet 9 of 11 Sheets)

Plan: **DP1178446**

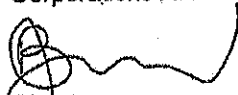
Subdivision of Lot 1 in DP32519 and
Easement for Asset Protection Zone
within Lot 2 DP 32519 and Road
Widening within Lot 1300
DP 1132122 covered by Subdivision
Certificate No: 092588

Any release, variation or modification of these restrictions will be made and done in all respects at the cost and expense of the person or persons requesting same.

The name of the person having the power to release, vary or modify this Restriction as to User is Largs Holdings Pty Limited and if Largs Holdings Pty Limited no longer exist or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

EXECUTED by LARGS HOLDINGS)
PTY LIMITED (A.C.N. 118 291 026))
in accordance with Section 127 of the)
Corporations Act)

Barry G Rumbel


Director
BRADLEY STEWART EVERETT

Director / Secretary
BARRY GRANT RUMBEL

Maitland City Council

x 
DAVID EVANS

GENERAL MANAGER
DELEGATE OF MAITLAND CITY COUNCIL
BY RESOLUTION OF THE COUNCIL DATED
25 AUGUST 2009
AND I HAVE NO NOTICE OF THE REVOCATION
OF SUCH DELEGATION.


AUTHORISED OFFICER
MAITLAND CITY COUNCIL

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

LENGTHS ARE IN METRES

(Sheet 10 of 11 Sheets)

Plan: **DP1178446**

Subdivision of Lot 1 in DP32519 and Easement for Asset Protection Zone within Lot 2 DP 32519 and Road Widening within Lot 1300 DP 1132122 covered by Subdivision Certificate No: **092588**

ANZ Banking Group limited

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 622
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book: 4376 Folio: 410 by
JOHN LESLIE
who certifies that he/she is a
Senior Manager/Manager
and that he/she has not received
notice of revocation of that Power.

[Signature]
Signature of Attorney
in the presence of
[Signature]
Signature of Witness
MARCEY CREMSON
Print name of Witness
13/20 Martin Place
SYDNEY NSW 2000
Address of Witness

Hunter Water Corporation

HUNTER WATER CORPORATION
by its attorney

[Signature]
pursuant to Power of Attorney
Book **4633** No **465**

STEPHEN GEORGE PHILLIPS

Signed in my presence by its
Attorney who is personally known
to me.

[Signature]
Witness

VICKI HALL
Name of Witness

10 CARDIFF RD WALLSEND
Address of Witness

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

LENGTHS ARE IN METRES

(Sheet 11 of 11 Sheets)

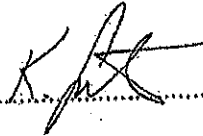
Plan: **DP1178446**

Subdivision of Lot 1 in DP32519 and Easement for Asset Protection Zone within Lot 2 DP 32519 and Road Widening within Lot 1300 DP 1132122 covered by Subdivision Certificate No: **092588**

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

KATHERINE MARGARET GUNTON
Its duly constituted Attorney pursuant to Power of Attorney registered Book 4528 No. 401 In the presence of:

.....
Attorney



.....
Witness

.....
Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

.....
Address of Witness

ROBERT NORMAN TRANTER



ALBERT NORMAN TRANTER



Matthew Tranter
341 HIGH STREET MARRMUND

SIGNED BY ROBERT NORMAN TRANTER AS ATTORNEY FOR ALBERT NORMAN TRANTER PURSUANT TO POWER OF ATTORNEY BOOK 4634 No. 822

Matthew Tranter
341 HIGH STREET
MARRMUND

REGISTERED  14.9.2012

Certificate No.: PC/2020/3180

Certificate Date: 10/11/2020

Fee Paid: \$53.00

Receipt No.: 847748

Your Reference: 121585

SECTION 10.7 PLANNING CERTIFICATE
Environmental Planning and Assessment Act, 1979 as amended

| | |
|------------------------------|---|
| APPLICANT: | Infotrack ecertificates@infotrack.com.au |
| PROPERTY DESCRIPTION: | 16 Prince Street BOLWARRA HEIGHTS NSW 2320 |
| PARCEL NUMBER: | 62507 |
| LEGAL DESCRIPTION: | Lot 312 DP 1204578 |

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

Please check for any item, which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, please contact Council by phoning (02) 4934 9700, or personally at Council's Administration Building at 285-287 High Street, Maitland.

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

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

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

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

Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available from Council's [website](#).

PART 1: MATTERS PROVIDED PURSUANT TO SECTION 10.7 (2)

1. Local Environmental Plan (LEP)

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

Exhibited draft Local Environmental Plans

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

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

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:

- SEPP21 Caravan Parks
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (State and Regional Development) 2011
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP (Koala Habitat Protection) 2019
- SEPP50 Canal Estate Development
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP55 Remediation of Land
- SEPP Affordable Rental Housing 2009
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Infrastructure) 2007
- SEPP64 Advertising and Signage
- SEPP Primary Production and Rural Development 2019
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP (Concurrences and Consents) 2018
- SEPP Vegetation in Non Rural Areas 2017
- SEPP (Educational Establishments and Child Care Facilities) 2017

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Draft State Environmental Planning Policies

The following draft State Environmental Planning Policy(s) applying to the land is, or has been, the subject of community consultation or on public exhibition under the Act:

Housekeeping Amendment to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The proposed amendments to this SEPP are housekeeping amendment to the Codes SEPP to simplify and improve the policy, clarify definitions and standards, and address other minor technical matters raised. The proposed housekeeping amendment to the Codes SEPP will simplify and improve the policy, clarify definitions and standards, and address other minor technical matters.

2. Zoning and land use under relevant LEPs

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

R1 General Residential

The following development information gives the objectives of the zone, the description of the zone and identifies development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

R1 General Residential

a) Purpose/Objective

- 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

b) 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

c) Permitted without Consent

Home occupations

d) 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.

e) Land dimensions to permit the erection of a dwelling house on the land

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.

f) Critical Habitat

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

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

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

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

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

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

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

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

Complying development under the **Commercial and Industrial (New Buildings**

and Additions) Code may not be carried out on the land as it is not within an applicable zone.

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

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

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

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

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

4B. Annual charges under Local Government Act 1993 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).

5. 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.

6. Road widening and road realignment

- 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 any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council

The information above relates to Council's road proposals only. Other authorities, including Roads and Maritime Services, may have proposals, which have not been set out.

7. Council and other public authority policies on hazard risk restrictions

All land within the Maitland Local Government Area has the potential to contain acid sulfate soils. Clause 7.1 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 a Contaminated Lands Policy to provide a framework to appropriately manage land contamination risk through the land use planning process. This Policy seeks to ensure that changes in land use will not increase the risk to human health or the environment. The Policy applies to all land in the

Maitland Local Government Area.

7A. Flood Related Development Controls

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

Development on this land or part of this land for any other purpose is NOT subject to flood related development controls contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

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

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

8. Land Reserved for Acquisition

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

9. Contribution Plans

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

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

Contributions Plans may be viewed on Council's website or inspected and purchased at Council's Customer Service Centre.

9A. Biodiversity Certified Land

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

10. Biodiversity Stewardship Sites

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

10A. Native Vegetation clearing set asides

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

11. Bushfire Prone Land

The land is mapped as bushfire prone land and as such restrictions may apply to new development on this land.

12. Property vegetation plans

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).

13. Order under Trees (Disputes between Neighbours) Act 2006

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.

14. Directions under Part 3A

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

15. Site Compatibility Certificate and Conditions for Seniors Housing

a) Site Compatibility Certificate

Council is unaware of whether a current Site Compatibility Certificate issued under Clause 25 of the State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 has been issued for the land.

b) Conditions of Development Consent since 11 October 2007

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

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

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

17. Site compatibility certificates and conditions for affordable rental housing

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.

18. 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.

19. Site verification certificates

Council is not aware of any current site verification certificate in respect of the land.

20. Loose-fill asbestos insulation

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

21. Affected building notices and building product rectification orders

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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 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.

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.

David Evans
General Manager

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Certificate No.: PC/2020/3180

Certificate Date: 10/11/2020

Fee Paid: \$53.00

Receipt No.: 847748

Your Reference: 121585

SECTION 10.7 PLANNING CERTIFICATE
Environmental Planning and Assessment Act, 1979 as amended

| | |
|------------------------------|---|
| APPLICANT: | Infotrack ecertificates@infotrack.com.au |
| PROPERTY DESCRIPTION: | 16 Prince Street BOLWARRA HEIGHTS NSW 2320 |
| PARCEL NUMBER: | 62507 |
| LEGAL DESCRIPTION: | Lot 312 DP 1204578 |

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

Please check for any item, which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, please contact Council by phoning (02) 4934 9700, or personally at Council's Administration Building at 285-287 High Street, Maitland.

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

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

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

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

Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available from Council's [website](#).

PART 1: MATTERS PROVIDED PURSUANT TO SECTION 10.7 (2)

1. Local Environmental Plan (LEP)

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

Exhibited draft Local Environmental Plans

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

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

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:

- SEPP21 Caravan Parks
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (State and Regional Development) 2011
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP (Koala Habitat Protection) 2019
- SEPP50 Canal Estate Development
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP55 Remediation of Land
- SEPP Affordable Rental Housing 2009
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Infrastructure) 2007
- SEPP64 Advertising and Signage
- SEPP Primary Production and Rural Development 2019
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP (Concurrences and Consents) 2018
- SEPP Vegetation in Non Rural Areas 2017
- SEPP (Educational Establishments and Child Care Facilities) 2017

•

Draft State Environmental Planning Policies

The following draft State Environmental Planning Policy(s) applying to the land is, or has been, the subject of community consultation or on public exhibition under the Act:

Housekeeping Amendment to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The proposed amendments to this SEPP are housekeeping amendment to the Codes SEPP to simplify and improve the policy, clarify definitions and standards, and address other minor technical matters raised. The proposed housekeeping amendment to the Codes SEPP will simplify and improve the policy, clarify definitions and standards, and address other minor technical matters.

2. Zoning and land use under relevant LEPs

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

R1 General Residential

The following development information gives the objectives of the zone, the description of the zone and identifies development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

R1 General Residential

a) Purpose/Objective

- 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

b) 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

c) Permitted without Consent

Home occupations

d) 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.

e) Land dimensions to permit the erection of a dwelling house on the land

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.

f) Critical Habitat

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

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

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

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

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

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

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

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

Complying development under the **Commercial and Industrial (New Buildings**

and Additions) Code may not be carried out on the land as it is not within an applicable zone.

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

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

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

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

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

4B. Annual charges under Local Government Act 1993 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).

5. 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.

6. Road widening and road realignment

- 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 any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council

The information above relates to Council's road proposals only. Other authorities, including Roads and Maritime Services, may have proposals, which have not been set out.

7. Council and other public authority policies on hazard risk restrictions

All land within the Maitland Local Government Area has the potential to contain acid sulfate soils. Clause 7.1 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 a Contaminated Lands Policy to provide a framework to appropriately manage land contamination risk through the land use planning process. This Policy seeks to ensure that changes in landuse will not increase the risk to human health or the environment. The Policy applies to all land in the

Maitland Local Government Area.

7A. Flood Related Development Controls

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

Development on this land or part of this land for any other purpose is NOT subject to flood related development controls contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

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

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

8. Land Reserved for Acquisition

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

9. Contribution Plans

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

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

Contributions Plans may be viewed on Council's website or inspected and purchased at Council's Customer Service Centre.

9A. Biodiversity Certified Land

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

10. Biodiversity Stewardship Sites

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

10A. Native Vegetation clearing set asides

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

11. Bushfire Prone Land

The land is mapped as bushfire prone land and as such restrictions may apply to new development on this land.

12. Property vegetation plans

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).

13. Order under Trees (Disputes between Neighbours) Act 2006

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



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

16 PRINCE

BOLWARRA HEIGHTS NSW

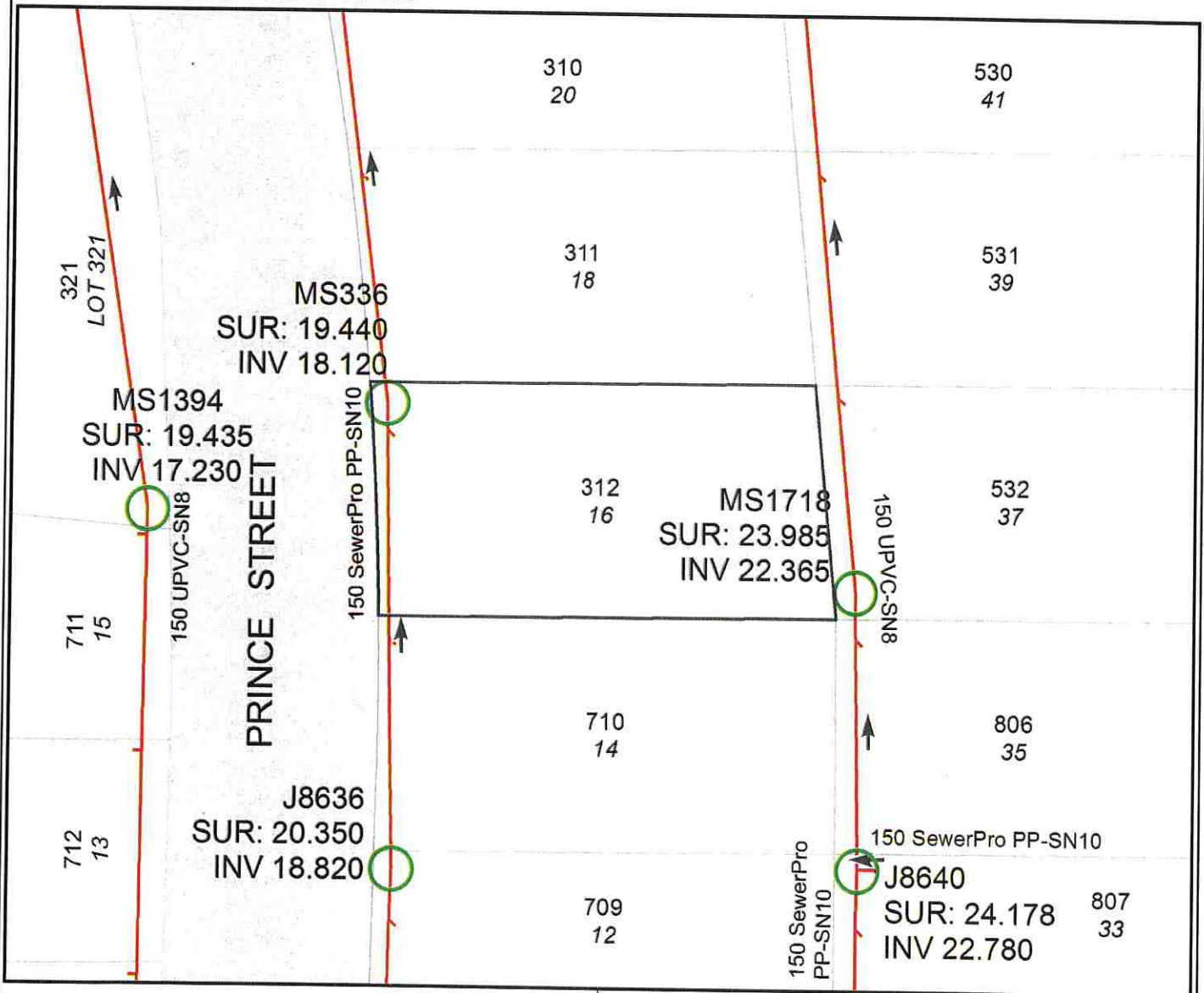
APPLICATION NO.: 1286184

APPLICANT REF: M 121585

RATEABLE PREMISE NO.: 0464278902

PROPERTY ADDRESS: 16 PRINCE ST BOLWARRA HEIGHTS 2320

LOT/SECTION/DP:SP: 312//DP 1204578



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

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

IMPORTANT:

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

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

Date: 10/11/2020

Scale at A4: 1:500

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

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

