

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 161197374	NSW DAN:
vendor's agent	First National Real Estate Engage Eastlakes 3/603 Pacific Highway Belmont NSW 2280		Phone: 4947 7877 Fax: Ref: David Bone
co-agent			
vendor			
vendor's solicitor	East Maitland Conveyancing 8/ 24 Garnett Road East Maitland NSW 2323		Phone: 02 4933 1504 Fax:
date for completion	35th day after the date of this contract	(clause 15)	Email: ebony@eastmaitlandconveyancing.com.au
land	4 MAIDFORD ST THORNTON 2322 (Address, plan details and title reference) Lot 506 in DP 1248342 506/1248342		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: spa		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER												
<p>Signed By _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>Signed By _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

vendor agrees to accept a **deposit-bond**

☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

Pexa

Manual transaction (clause 30)

☒ NO ☐ yes

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

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – 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 number (if applicable):

Supplier's business address:

Supplier's representative:

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 *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input checked="" type="checkbox"/> 28 certificate of compliance	
<input checked="" type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and populate an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
 - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

4 MAIDFORD ST THORNTON 2322



Additional Clauses to Contract for Sale of Land

1. Amendments to printed provisions

The printed form of this contract is amended as follows -

- 1.1. Clause 14.7 is varied by the addition of the following sentence: 'Water usage will be adjusted on the adjustment date even where the amounts and figures for water consumption provided by the relevant water rating authority are estimated or provisional.'
- 1.2. Clause 18 is amended by adding the following clause 18.8 "The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property"
- 1.3. Clause 24.3.3 of this contract is deleted.
- 1.4. Clause 25.1.1 is amended by deleting the word "limited"

2. Purchaser's warranty as to real estate agent

- 2.1. The purchaser warrants that they were not introduced to the property or the Vendor by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the contract and the purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the purchaser's breach of this warranty.
- 2.2. This warranty and indemnity will not merge on completion.

3. Liquidated Damages

- 3.1. In the event that the Purchaser does not complete this contract on or before the completion date, and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall pay at completion, in addition to the balance of the purchase money payable hereunder, interest on the balance purchase moneys at the rate of 8% per annum calculated up to and including the date of actual completion.
- 3.2. In addition to 3.1, If the Purchaser does not complete this contract on or before the completion date the Purchaser must pay to the Vendor the agreed sum of \$300.00 (exclusive of GST) on account of the additional legal fees incurred by the Vendor because of the delay.
- 3.3. The vendor shall not be obliged to complete this contract if the vendor is entitled to the payment of an amount for interest pursuant to this special condition, unless such amount for interest is paid on completion.
- 3.4. The Purchaser acknowledges that the payment of the liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

4. Time Under Notice

- 4.1. A party entitled to serve a notice to complete may serve a notice requiring completion of this contract on a day being not less than 14 days after the date of service on the notice. The notice is to be deemed both at law and in equity sufficient notice to make time of the essence of this contract notwithstanding that the party serving the notice has not made any previous request or demand for completion.
- 4.2. Despite any other provision of this contract if the Purchaser fails to complete this contract and a notice to complete is served by the vendor's conveyancer then the purchaser shall be liable for the vendor's conveyancing costs for preparation and service of the notice to complete in the agreed sum of \$400.00 (exclusive of GST). The purchaser acknowledges that payment of such sum on or before completion is an essential condition of this contract.

5. Present condition and state of repair

- 5.1. The property together with the improvements thereon is sold in its current state of repair and condition, subject to any infestation and dilapidation, all defects both latent and patent, any contamination and the Purchaser acknowledges that the purchaser buys the property relying on the purchasers own inspection, knowledge and enquiries and that the purchaser does not rely upon any warranties or representations made to the purchaser by or on behalf of the Vendor except as may be expressed in this contract or deemed to be included in this contract by virtue of the provisions of Section 52A(2)(b) of the Conveyancing Act, 1919.
- 5.2. The Purchaser acknowledges that none of the inclusions are new and acknowledges that the Vendor does not make any representation or warranty as to the state of repair or condition of the inclusions. During the period between exchange and settlement the Purchaser acknowledges the inclusions are subjected to fair wear and tear.
- 5.3. The Purchaser will not make any requisition, raise any objection or claim any compensation in respect of the relationship of the property to the boundaries and the position of the fencing, if any, on the boundaries of the said land.
- 5.4. The Vendor shall not be responsible for any mechanical breakdown after the making of this Contract in respect of any inclusions.
- 5.5. The Purchaser shall not call upon the Vendor to carry out any repairs to the property, to any furnishings and chattels, carry out any treatment for pest infestations or comply with a work order made after the date hereof.

6. Death, mental incapacity or assignment of estate

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 2007, or being a company is wound up or go into liquidation, then either party may by notice in writing forwarded to the other party's legal may rescind this contract whereupon the provisions of clause 19 shall apply.

7. Extension of Cooling Off Period or Finance Clause

If this Contract is subject to a cooling off period or finance clause, the purchaser agrees and acknowledges that in the event that an extension of the cooling off period or finance clause beyond that agreed as at the date of this Contract is required by the purchaser, that on every occasion an extension is requested, a fee of \$250.00 (exclusive of GST) will be chargeable to the purchaser in favour of the vendor's conveyancer as recognition of fees that the vendor shall incur on account of arranging the extension. This sum shall fall due and payable on settlement, or in the event the Contract does not proceed, upon rescission whereby the purchaser authorises the Agent to release that sum to the vendor's conveyancer. This is an essential term of this Contract.

8. Deposit by Instalments under Cooling Off Period

Notwithstanding Clause 2 of this Contract, if a cooling off period applies to this contract, the purchaser may pay the deposit in two (2) instalments as follows:

- 8.1. 0.25% of the agreed purchase price to be paid on or before the date of this Contract; and
- 8.2. 9.75% of the agreed purchase price to be paid at any time before 5.00pm on the fifth (5th) business day after the date on which this Contract was made.

9. Deposit by instalments

- 9.1. With the prior written consent of the Vendor, notwithstanding any other clause in this contract to the contrary, the parties agree that it is an essential term of this contract the deposit be paid in the following manner;
 - 9.1.1. as to five (5%) per cent of the Contract price on making of this contract;
 - 9.1.2. as to the balance of ten (10%) per cent of the Contract price on completion or upon the contract being validly terminated by the vendor, whichever is the earlier.
- 9.2. Despite any other provision in this Contract the deposit herein will be ten percent (10%) of the contract price. Should the vendor elect to accept a lesser sum as at the date of exchange of

contracts then the same shall be deemed to be an initial deposit only and the balance of the ten percent (10%) of that deposit will be payable upon completion provided that no default on the part of the purchaser occurs in respect of any condition or obligation of the purchaser pursuant to this contract.

- 9.3. Should the Purchaser default prior to completion then notwithstanding any other right or remedy which the vendor may otherwise have, the purchaser will immediately pay to the vendor the balance of the said deposit.

10. Deposit Bond

- 10.1. The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- 10.2. 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 conveyancer will be deemed to be payment of the deposit in accordance with this contract.
- 10.3. 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.
- 10.4. 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.

11. Not required.

12. Irrevocable Authority

Should the deposit payable under this Contract be held in trust by our office on behalf of the purchaser then the parties agree that the deposit funds held are to be loaded to the PEXA workspace and disbursed to the vendor on settlement. No further authority is required from the purchaser for the abovementioned funds to be released on settlement.

13. Claims by purchaser

Notwithstanding the provisions of clause 6 and 7 hereof the parties expressly agree that any claim by the purchaser for compensation shall be deemed to be an objection or requisition for the purpose of Clause 7 and 8 hereto entitling the vendor to rescind this contract.

14. Foreign Purchaser

- 14.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not apply to the purchaser or to this purchase.
- 14.2 In the event of any breach of warranty in this clause the purchaser hereby indemnifies the vendor from and against any loss, damage, fine, expense, penalty or cost to which the vendor may suffer or incur as a result of such breach of warranty.

15. Mine Subsidence

The purchaser may rescind this contract if the property is within a proclaimed mine subsidence district and the owner of the improvements of the land is not entitled as at the date of the Contract to claim compensation from the Mine Subsidence Board in respect to any damage to the land or improvements arising from mine subsidence and written communication from the Mine Subsidence Board to that effect will be conclusive for the purpose of this clause.

16. Requisitions on Title

The purchaser agrees that the only form of general requisitions on title the purchaser may make pursuant to clause 5 shall be in the form of the requisitions on title annexed hereto and are taken to have been served on both parties upon exchange of contracts.

17. Vendor Disclosure Documents

The vendor discloses and the purchaser acknowledges the Hunter Water Corporation Service Location Plan attached to the Contract and that a further sewer lines location diagram is not available from Hunter Water Corporation for attachment to the Contract. The purchaser cannot make any objection, requisition, claim for compensation, rescind or terminate this contract in respect to such disclosure.

18. Severability

In the event that there is any inconsistency between any clause of the printed form and any typed additional condition in this Contract, the typed additional conditions will prevail.

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.

19. Non Merging

Notwithstanding completion of this contract, any clause or part of any clause to which effect is given by the date of completion will remain in full force and effect and the benefit of such clause will not merge on completion of this contract.

20. Contract Alterations

The parties authorise their respective legal representatives (including employees of the legal representative) to make alternations to this contract (including any attachments hereto) after execution by a party. Such alterations will be binding on the party as if the alterations were made prior to execution by that party.

21. Settlement Figures

The purchaser's legal representative must prepare and serve a proposed settlement adjustment sheet with supporting certificates to the vendor's legal representative at least five (5) business days prior to the settlement date. If the proposed settlement adjustment figures are provided less than five (5) business days before the settlement date, then the purchaser will allow the sum of \$250.00 (exclusive of GST) on settlement to cover the vendor's legal representative's costs for the late preparation of the settlement adjustment sheet.

22. Error in adjustment of Outgoings

If there is any error in the adjustment of outgoings required to be made on Completion then:

- (a) Either party may, within ten (10) business days of completion, serve on the other party a notice setting out the correct calculation of the adjustment and the amount required to rectify the error; and
- (b) The other party must pay any amount required to be paid to rectify the error within ten (10) business days of being requested to do so by the other party.

23. Not required.

24. Counterpart and Electronic Contract

- 24.1. This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.
- 24.2. Execution by the parties of the Contract by email or electronically via docusign and transmission of the executed Contract by either of those means shall constitute a valid and binding execution of this Contract by such part or parties.
- 24.3. For the purposes of the *Electronic Transaction Act 1999 (CTH)* and *Electronic Transactions Act 2000 (NSW)* each party consents to receiving and sending the Contract electronically.
- 24.4. The purchaser acknowledges that an original 'ink' signed copy of the vendors signed contract will not be provided.
- 24.5. The parties agree that they shall not make a requisition, objection, claim or delay completion date to the manner of execution of this contract as at exchange date.

25. GST

The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from the breach of this warranty. The right continues after completion.

26. Guarantee & Indemnity for Corporate Purchaser

If the Purchaser (and if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this Contract with the Purchaser, it is an essential provision of this Contract that the Directors of the Purchaser jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract and indemnify the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligation on its part to be performed or observed. This Guarantee and Indemnity is a continuing obligation and cannot be abrogated, prejudiced, or discharged by any waiver by the vendor or by any other matter. Any rescission or termination will not waive the obligations arising under this clause. This Guarantee and Indemnity is a principal obligation between the Guarantor and the Vendor.

Signed by Guarantor

Signature of Guarantor
In the presence of:

Signature of Guarantor
In the presence of:

Signature of Witness

..... _____
Signature of Witness

Name of Witness

..... _____
Name of Witness

Address of Witness

..... _____
Address of Witness

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: [REDACTED]
Property: 4 Maidford Street, Thornton NSW 2322

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*.)
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 Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoings 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, the Environmental Planning and Assessment Act 1979 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* 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*.

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 property:
 - (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 Pool Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed.
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in contract.
 - (f) original of certificates of compliance or non-compliance and occupation certificate 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 (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

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 purchase 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: 506/1248342

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
28/3/2025	1:22 PM	4	4/10/2022

LAND

LOT 506 IN DEPOSITED PLAN 1248342
AT THORNTON
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF ALNWICK COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1248342

FIRST SCHEDULE

[REDACTED]
[REDACTED]
[REDACTED]
AS JOINT TENANTS

(T AQ202860)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1235860 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1235860 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 4 DP1248342 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1248342 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 6 DP1248342 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 7 AS519535 MORTGAGE TO DEFENCE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending...

PRINTED ON 28/3/2025

COORDINATE SCHEDULE					
MARK	M.G.A. CO-ORDINATES	MARKING	CLASS	ORDER	STATE
PM 6079	373 588 487	6 373 445 072	A	1	SCIMS
PM 6370	373 588 661	6 373 653 446	B	2	SCIMS
PM 6371	373 588 661	6 373 653 446	B	2	SCIMS
PM 6372	373 588 661	6 373 653 446	B	2	SCIMS
PM 6373	373 588 661	6 373 653 446	B	2	SCIMS
PM 6374	373 588 661	6 373 653 446	B	2	SCIMS
PM 6375	373 588 661	6 373 653 446	B	2	SCIMS
PM 6376	373 588 661	6 373 653 446	B	2	SCIMS
PM 6377	373 588 661	6 373 653 446	B	2	SCIMS
PM 6378	373 588 661	6 373 653 446	B	2	SCIMS
PM 6379	373 588 661	6 373 653 446	B	2	SCIMS
PM 6380	373 588 661	6 373 653 446	B	2	SCIMS
PM 6381	373 588 661	6 373 653 446	B	2	SCIMS
PM 6382	373 588 661	6 373 653 446	B	2	SCIMS
PM 6383	373 588 661	6 373 653 446	B	2	SCIMS
PM 6384	373 588 661	6 373 653 446	B	2	SCIMS
PM 6385	373 588 661	6 373 653 446	B	2	SCIMS
PM 6386	373 588 661	6 373 653 446	B	2	SCIMS
PM 6387	373 588 661	6 373 653 446	B	2	SCIMS
PM 6388	373 588 661	6 373 653 446	B	2	SCIMS
PM 6389	373 588 661	6 373 653 446	B	2	SCIMS
PM 6390	373 588 661	6 373 653 446	B	2	SCIMS
PM 6391	373 588 661	6 373 653 446	B	2	SCIMS
PM 6392	373 588 661	6 373 653 446	B	2	SCIMS
PM 6393	373 588 661	6 373 653 446	B	2	SCIMS
PM 6394	373 588 661	6 373 653 446	B	2	SCIMS
PM 6395	373 588 661	6 373 653 446	B	2	SCIMS
PM 6396	373 588 661	6 373 653 446	B	2	SCIMS
PM 6397	373 588 661	6 373 653 446	B	2	SCIMS
PM 6398	373 588 661	6 373 653 446	B	2	SCIMS
PM 6399	373 588 661	6 373 653 446	B	2	SCIMS
PM 6400	373 588 661	6 373 653 446	B	2	SCIMS

COMBINED SCALE FACTOR - 0.999790

DATE OF SCIMS COORDINATES: 29/03/2018 M.G.A. ZONE: 56 M.G.A. DATUM: GDA 94

HEIGHT SCHEDULE					
MARK	AND	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
PM 6079	16.526	1B	12	SCIMS ADOPTED	FOUND
SSM 203526	13.575	1D	N/A		PLACED
SSM 203527	12.04	1D	N/A		PLACED
SSM 203528	16.99	1D	N/A		PLACED
SSM 203529	16.945	1D	N/A		PLACED
SSM 203530	23.455	1D	N/A		PLACED
PM 6370	17.796	1B	12	FROM SCIMS-DATUM VALIDATION	FOUND

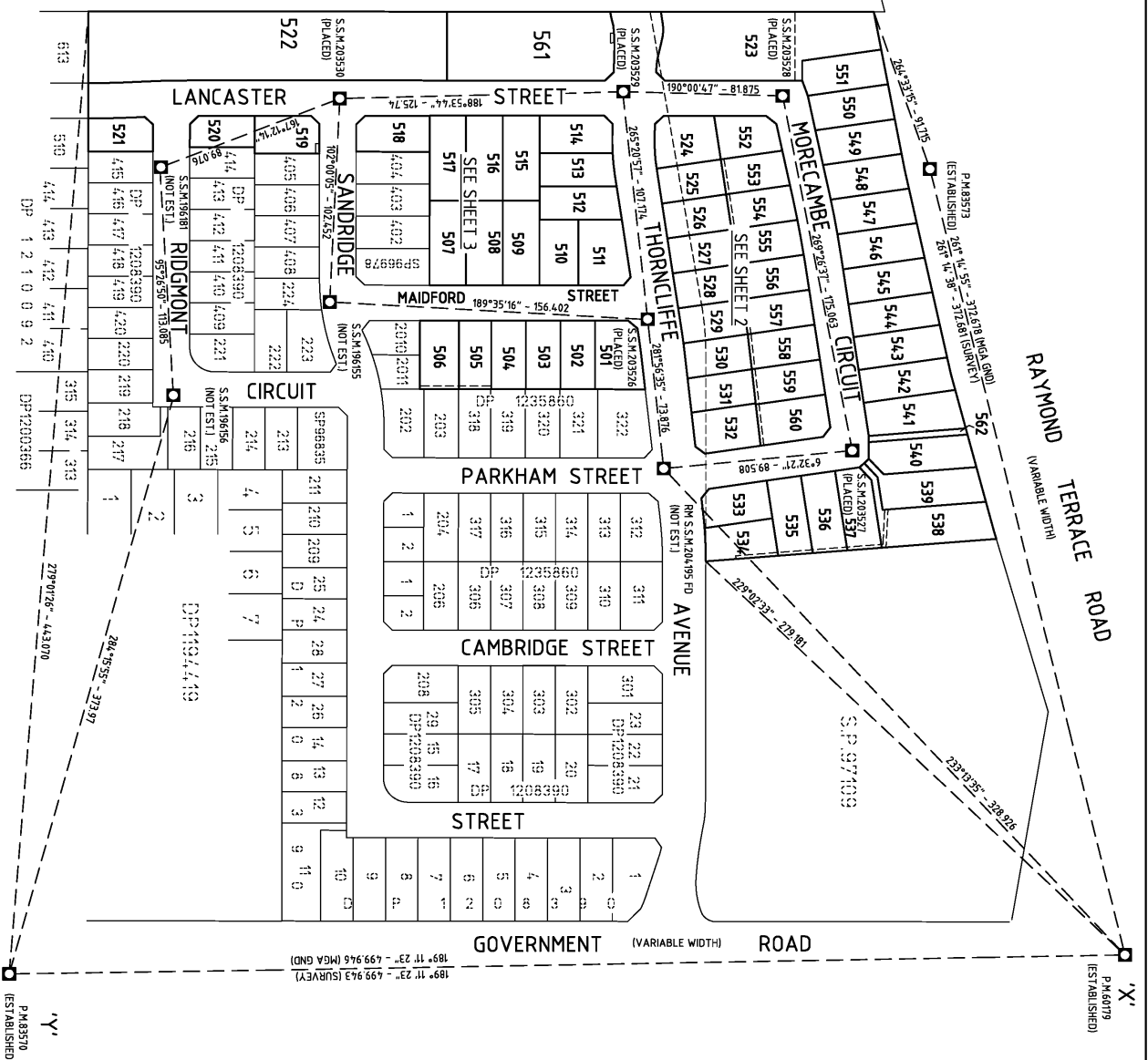
DATE OF SCIMS AND VALUES: 29/03/2018

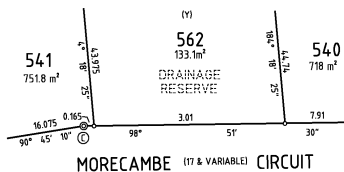
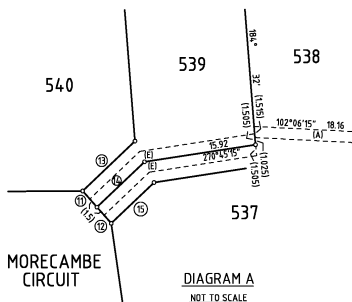
HEIGHT DATUM: AHD01

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 6370	PM 6079	-1.27	TRIGONOMETRIC HEIGHTING
SSM 203526	SSM 203527	-2.95	TRIGONOMETRIC HEIGHTING
SSM 203527	SSM 203528	-1.53	TRIGONOMETRIC HEIGHTING
SSM 203528	SSM 203529	-4.25	TRIGONOMETRIC HEIGHTING
SSM 203529	SSM 203530	-0.645	TRIGONOMETRIC HEIGHTING
SSM 203530	PM 6370	-5.659	TRIGONOMETRIC HEIGHTING

HEIGHT DATUM: AHD01

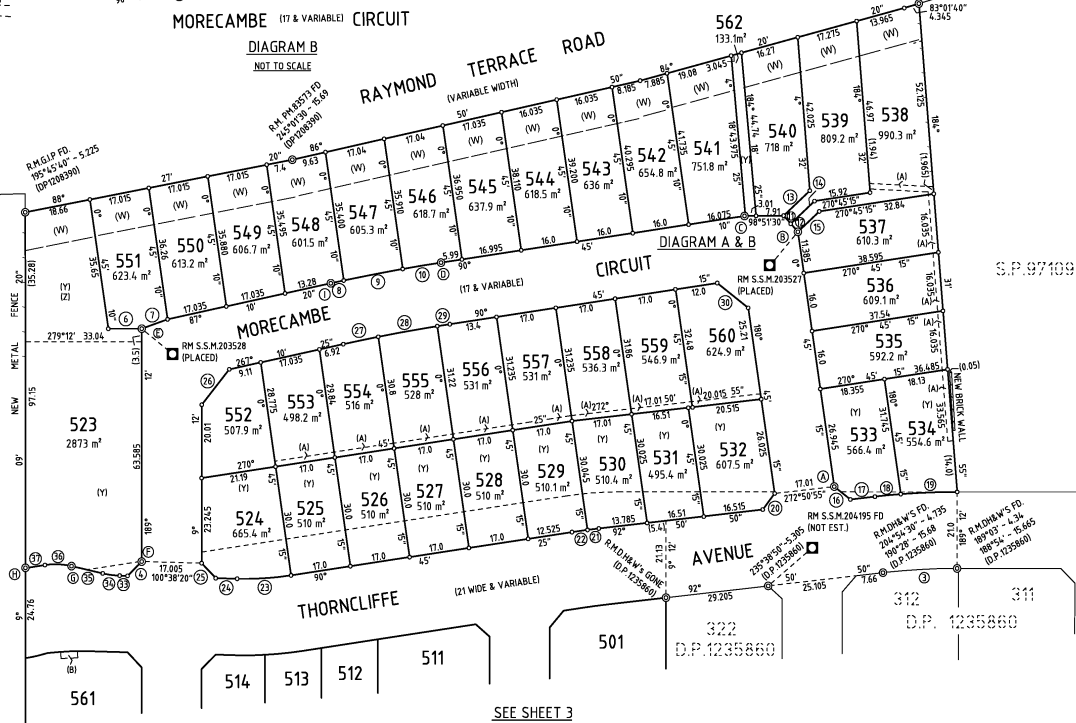
DP1248342





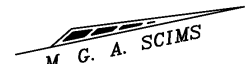
Ref.	Type	Bearing	Distance	Origin
A	R.M.D.H.&W'S	92°50'	4.24-12.6	PLACED
B	R.M.S.S.M.203527	75°55'30"	9.47	PLACED
C	R.M.D.H.&W'S	4°31'30"	5.265-18.525	PLACED
D	R.M.D.H.&W'S	0°45'30"	4.385-12.615	PLACED
E	R.M.S.S.M.203528	331°45'	8.47	PLACED
F	R.M.D.H.&W'S	279°13'30"	2.2-12.76	PLACED
G	R.M.D.H.&W'S	9°12'10"	5.51-20.215	PLACED
H	R.M.D.H.&W'S	4°22'30"	5.395-22.41	PLACED
I	R.M.D.H.&W'S	357°10'30"	4.425-12.56	PLACED


Number	Chord Bearing	Chord Distance	Arc Length	Radius
3	96°01'30"	21.05	21.065	190.0
4	54°55'10"	5.585		
6	279°09'20"	9.495		
7	79°54'	7.745		
8	87°23'05"	3.750	3.750	508.50
9	80°33'15"	17.015	17.015	508.50
10	90°08'00"	11.010	11.015	508.50
11	146°37'55"	3.000		
12	146°37'55"	3.000		
13	236°37'55"	10.070		
14	236°37'55"	9.150		
15	236°37'55"	8.230		
16	316°48'05"	5.760		
17	92°50'55"	6.995		
18	92°51'00"	7.375	7.375	211.00
19	97°01'40"	16.015	16.015	211.00
20	46°48'05"	5.555		
21	92°24'35"	3.225	3.225	211.00
22	91°21'50"	4.475	4.475	211.00
23	95°41'55"	15.330	15.350	89.00
24	280°38'20"	6.065		
25	144°55'10"	5.725		
26	44°11'10"	12.435		
27	87°45'45"	10.105	10.105	491.50
28	89°20'30"	17.005	17.005	491.50
29	90°32'35"	3.600	3.600	491.50
30	315°45'15"	11.315		
31	90°45'25"	3.1		
33	100°37'55"	2.02		
34	106°00'30"	5.07	5.08	24.5
35	111°51'00"	9.07		
36	107°21'10"	7.54	7.585	28.5
37	270°45'25"	5.61		




- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
(B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 1.76 WIDE
(C) RIGHT OF ACCESS 1.5 WIDE
(D) AREA BENEFITED BY EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 1208390)
(E) POSITIVE COVENANT 10 WIDE (SITE)
(F) AREA OF LOT 523 SUBJECT TO POSITIVE COVENANT 10 WIDE & RESTRICTION ON THE USE OF LAND NUMBER 4

SURVEYOR Name: ALEX LASCELLES Date: 29/03/18 Reference: 17454	PLAN OF SUBDIVISION OF LOT 323 D.P.1235860	LGA: MAITLAND Locality: THORNTON Reduction Ratio 1/50 Lengths are in metres.	REGISTERED 21.11.2018	DP1248342
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PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 7 sheet(s)	
<p>Registered:  21.11.2018</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p>DP1248342</p>		<p>Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT 323 D.P.1235860</p>		<p>LGA: MAITLAND Locality: THORNTON Parish: ALNWICK County: NORTHUMBERLAND</p>			
<p>Survey Certificate</p> <p>I, <u>ALEX LASCELLES</u> of <u>Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>29th MARCH 2018</u> or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **.....) —was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: <u>'X' - 'Y'</u></p> <p>Type: <u>*Urban/*Rural—</u></p> <p>The terrain is <u>*Level-Undulating / *Steep-Mountainous—</u></p> <p>Signature: <u>A. Lascelles</u> Dated: <u>26/10/18</u></p> <p>Surveyor Identification No: <u>8697</u> Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p>* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>			
<p>Subdivision Certificate</p> <p>I, <u>ROBYN HAWES</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>R Hawes</u> Accreditation number: Consent Authority: <u>Maitland City Council</u> Date of endorsement: <u>12.10.18</u> Subdivision Certificate number: <u>170751, 130873, 141610</u> File number: <u>DA170751 DA130873 DA141610</u></p> <p>* Strike through if inapplicable</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSION OF THORNCLIFFE AVENUE, SANDRIDGE STREET, RIDGEMONT CIRCUIT, MAIDFORD STREET, LANCASTER STREET & MORECAMBE CIRCUIT TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOT 561 TO THE PUBLIC AS PUBLIC RESERVE. IT IS INTENDED TO DEDICATE LOT 562 TO THE PUBLIC AS DRAINAGE RESERVE.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>			
<p>Plans used in the preparation of survey/compilation.</p> <p>D.P.1200916 D.P.1235860 <u>D.P. 1223280</u> <u>D.P. 1216352</u> <u>D.P. 1208390</u> <u>D.P. 1223095</u> <u>D.P. 1233461</u></p>		<p>Surveyor's Reference: 17454</p>			

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 7 sheet(s)
Registered:  21.11.2018		Office Use Only	
PLAN OF SUBDIVISION OF LOT 323 D.P.1235860		DP1248342	
Subdivision Certificate number : <u>170751 130873 141610</u> Date of Endorsement : <u>12.10.18</u>		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. EASEMENT TO DRAIN WATER 1.5 WIDE (A) 2. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 1.76 WIDE (B) 3. RESTRICTION ON THE USE OF LAND 4. RESTRICTION ON THE USE OF LAND 5. RESTRICTION ON THE USE OF LAND 6. RESTRICTION ON THE USE OF LAND 7. RESTRICTION ON THE USE OF LAND 8. POSITIVE COVENANT 10 WIDE 9. RIGHT OF ACCESS 1.5 WIDE (E) <p>TO RELEASE:-</p> <ol style="list-style-type: none"> 1. RIGHT OF CARRIAGEWAY 17 WIDE (D.P.1223280) 2. RIGHT OF CARRIAGEWAY 4 WIDE (D.P.1216352) 3. EASEMENT TO DRAIN WATER 5 WIDE (D.P.1216352) 4. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (D.P.1216352) 5. EASEMENT FOR PIPELINE 4 WIDE (D.P.1216352) 6. RIGHT OF ACCESS 6 WIDE (D.P.1235860) 7. EASEMENT TO DRAIN WATER 6 WIDE (D.P.1235860) <p>If space is insufficient use additional annexure sheet</p>			
Surveyor's Reference: 17454			

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Office Use Only

Registered:



21.11.2018

Office Use Only

**PLAN OF SUBDIVISION OF LOT 323
D.P.1235860**

DP1248342

Subdivision Certificate number : 70751 130873 141610Date of Endorsement : 12.10.18

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

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

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
501	14	MAIDFORD	STREET	THORNTON
502	12	MAIDFORD	STREET	THORNTON
503	10	MAIDFORD	STREET	THORNTON
504	8	MAIDFORD	STREET	THORNTON
505	6	MAIDFORD	STREET	THORNTON
506	4	MAIDFORD	STREET	THORNTON
507	3	MAIDFORD	STREET	THORNTON
508	5	MAIDFORD	STREET	THORNTON
509	7	MAIDFORD	STREET	THORNTON
510	9	MAIDFORD	STREET	THORNTON
511	11	MAIDFORD	STREET	THORNTON
512	21	THORNCLIFFE	AVENUE	THORNTON
513	23	THORNCLIFFE	AVENUE	THORNTON
514	25	THORNCLIFFE	AVENUE	THORNTON
515	34	LANCASTER	STREET	THORNTON
516	32	LANCASTER	STREET	THORNTON
517	30	LANCASTER	STREET	THORNTON
518	28	LANCASTER	STREET	THORNTON
519	26	LANCASTER	STREET	THORNTON
520	24	LANCASTER	STREET	THORNTON
521	22	LANCASTER	STREET	THORNTON
522	27	LANCASTER	STREET	THORNTON
523	38	MORECAMBE	CIRCUIT	THORNTON
524	34	THORNCLIFFE	AVENUE	THORNTON
525	32	THORNCLIFFE	AVENUE	THORNTON
526	30	THORNCLIFFE	AVENUE	THORNTON
527	28	THORNCLIFFE	AVENUE	THORNTON
528	26	THORNCLIFFE	AVENUE	THORNTON
529	24	THORNCLIFFE	AVENUE	THORNTON
530	22	THORNCLIFFE	AVENUE	THORNTON

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
531	20	THORNCLIFFE	AVENUE	THORNTON
532	18	THORNCLIFFE	AVENUE	THORNTON
533	16	THORNCLIFFE	AVENUE	THORNTON
534	14	THORNCLIFFE	AVENUE	THORNTON
535	4	MORECAMBE	CIRCUIT	THORNTON
536	6	MORECAMBE	CIRCUIT	THORNTON
537	8	MORECAMBE	CIRCUIT	THORNTON
538	10	MORECAMBE	CIRCUIT	THORNTON
539	12	MORECAMBE	CIRCUIT	THORNTON
540	14	MORECAMBE	CIRCUIT	THORNTON
541	16	MORECAMBE	CIRCUIT	THORNTON
542	18	MORECAMBE	CIRCUIT	THORNTON
543	20	MORECAMBE	CIRCUIT	THORNTON
544	22	MORECAMBE	CIRCUIT	THORNTON
545	24	MORECAMBE	CIRCUIT	THORNTON
546	26	MORECAMBE	CIRCUIT	THORNTON
547	28	MORECAMBE	CIRCUIT	THORNTON
548	30	MORECAMBE	CIRCUIT	THORNTON
549	32	MORECAMBE	CIRCUIT	THORNTON
550	34	MORECAMBE	CIRCUIT	THORNTON
551	36	MORECAMBE	CIRCUIT	THORNTON
552	19	MORECAMBE	CIRCUIT	THORNTON
553	17	MORECAMBE	CIRCUIT	THORNTON
554	15	MORECAMBE	CIRCUIT	THORNTON
555	13	MORECAMBE	CIRCUIT	THORNTON
556	11	MORECAMBE	CIRCUIT	THORNTON
557	9	MORECAMBE	CIRCUIT	THORNTON
558	7	MORECAMBE	CIRCUIT	THORNTON
559	5	MORECAMBE	CIRCUIT	THORNTON
560	3	MORECAMBE	CIRCUIT	THORNTON
561	47	LANCASTER	STREET	THORNTON
562	NA	MORECAMBE	CIRCUIT	THORNTON

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17454

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

Registered:



21.11.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 323
D.P.1235860

DP1248342

Subdivision Certificate number : 170751 130813 141610

Date of Endorsement : 12.10.18

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

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

Executed by THORNTON NORTH PTY LIMITED
 ACN 120 531 820 by:

Director

Print Name: ANDREW BAREND HELMERS

Director

Print Name: Philip Ronald Haigh

Executed by FREEWAY LAND COMPANY PTY LIMITED
 ACN 082 342 176 by:

Director

Print Name: GLENN ROBERT BURNS

Director

Print Name: GLENN WILLIAM O'SHEA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17454

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

Registered:



21.11.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 323
D.P.1235860

DP1248342

Subdivision Certificate number: 170751 130873 141610Date of Endorsement: 12.10.18

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



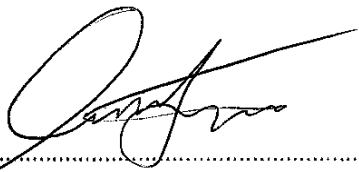
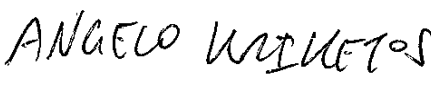
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate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

MAITLAND MUTUAL

MAITLAND MUTUAL BUILDING SOCIETY LIMITED**ACN 067 651 963 BY ITS ATTORNEY**(name) KIERAN QUIGLEY(position) MANAGER LENDING AND COMPLIANCE**PURSUANT TO POWER OF ATTORNEY****REGISTERED** 4627 - 414(signed) [Signature](witness) Julie Price(Address) 417 High Street Maitland(signed) [Signature]

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17454

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 7 sheet(s)	
Registered:  21.11.2018		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOTS 323 D.P.1235860				DP1248342	
Subdivision Certificate number : 170751 130873 141610				This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - See 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Date of Endorsement : 12.10.18					
EXECUTED By ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION					
Signed sealed and delivered for and on behalf of Alpha Distribution Ministerial Holding Corporation:)			
)		Signature of Agent for Michael Pratt,	
)		NSW Treasury Secretary (NSW	
)		Treasurer's delegate under	
)		delegation dated 24 November 2015),	
)		on behalf of Alpha Distribution	
)		Ministerial Holding Corporation	
					
Signature of Witness				Name of Agent in full	
DARREN TSWEIGI					
Name of Witness in full					
52 Martin Place, Sydney NSW 2000					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 17454					

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

Sheet 1 of 7

Plan: **DP1248342 (E)**

Plan of Subdivision of Lot 323 DP 1235860 covered by
 Subdivision Certificate No ~~110751~~ dated ~~12.10.18~~

130873
141610

**Full Name and Address of the
 Registered Proprietor of the Land**

Freeway Land Company Pty Limited
 (ACN 082 3421 76)
 1 Hartley Drive
 Thornton NSW 2322

Thornton North Pty Limited
 (ACN 120 531 820)
 9B Huntingdale Drive
 Thornton NSW 2322

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre , restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A)	506 505 538 537 536 535 534 553 554 555 556 557 558 559 560	Lot 2010 & 2011 DP1236092 Lot 201 DP 1246352 506 & Lot 201 DP 1246352 ^{2010 & 2011} 539 538 & 539 537, 538 & 539 536, 537, 538 & 539 535, 536, 537, 538 & 539 552 552 & 553 552, 553 & 554 552, 553, 554 & 555 552, 553, 554, 555 & 556 552, 553, 554, 555, 556 & 557 552, 553, 554, 555, 556, 557 & 558 552, 553, 554, 555, 556, 557, 558 & 559
2	Easement for Electricity and Other Purposes 1.76 wide (B)	561	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
3	Restriction on the Use of Land	All Lots except Lot 522, 523 & 561	Every other lot except Lot 522, 523 & 524

X

Plan: **DP1248342**

Plan of Subdivision of Lot 323 DP 1235860 covered by
 Subdivision Certificate No **170751** dated **12.10.18**
130873 141610

4	Restriction on the Use of Land	538 to 551 inclusive and that part of Lot 523 designated (Z)	Maitland City Council
5	Restriction on the Use of Land	501-504 inclusive 509-515 inclusive	Maitland City Council
6	Restriction on the Use of Land	524-560 inclusive	Maitland City Council
7	Restriction on the Use of Land	522 and 523	Maitland City Council
8	Positive Covenant 10 Wide	part 538 to 551 inclusive and that part of Lot 523 designated (Z)	Maitland City Council
9	Right of Access 1.5 Wide (£)	539 538	538 539

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	Right of Carriageway 17 Wide (Vide DP 1223280)	Lot 323 DP 1235860	Maitland City Council
2	Right of Carriageway 4.0 Wide (Vide DP 1216352)	Lot 323 DP 1235860	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

2

Plan: **DP1248342**

Plan of Subdivision of Lot 323 DP 1235860 covered by
 Subdivision Certificate No **170751** dated **12.10.18**
130873 141610

3	Easement to Drain Water 5 Wide (Vide DP 1216352)	Lot 323 DP 1235860	Maitland City Council
4	Easement for Electricity and Other Purposes 2.0 Wide (Vide DP 1216352)	Lot 323 DP 1235860	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
5	Easement for Pipeline 4.0 Wide (Vide DP 1216352)	Lot 323 DP 1235860	Hunter Water Corporation ABN 46 228 513 446
5	Easement to Drain Water Variable Width (Vide DP 1208390)	Lot 323 DP 1235860	That Part of Lot 31 DP 1208390 designated (X)
6	Right of Access 6 Wide (Vide DP 1235860)	Lot 323 DP 1235860	Maitland City Council
7	Easement to Drain Water 6 Wide (Vide DP 1235860)	Lot 323 DP 1235860	Maitland City Council

Part 2 (Terms)

1. Terms of Easement for Electricity and Other Purposes numbered 2 in the Plan.

An easement is created on the terms and conditions set out in memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

2. Terms of the Restriction on the Use of Land numbered 3 in the Plan.

No fence shall be erected on a lot burdened unless it is erected without expense to both Freeway Land Company Pty Limited and Thornton North Pty Limited, its successors and permitted assigns other than Purchasers on sale.

3. Terms of the Restriction on the Use of Land numbered 4 in the Plan.

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

No building or structure (other than an acoustic fence and or boundary fence) may be erected or be permitted to remain erected on any lot burdened within 10m of the road reserve boundary with Raymond Terrace Road.

2

Plan: **DP1248342**

Plan of Subdivision of Lot 323 DP 1235860 covered by
Subdivision Certificate No **170751** dated **12.10.18**
130873
141610

4. Terms of the Restriction on the Use of Land numbered 5 in the Plan.

No development shall be undertaken or permitted to be undertaken on any lot burdened unless it is undertaken in accordance with the recommendations of the Reverb Acoustics Report (dated September 2013, report No. 08-1227-R2) or a more recent acoustics report.

5. Terms of the Restriction on the Use of Land numbered 6 in the Plan.

No residential accommodation shall be permitted to remain on the lots burdened unless constructed to ensure that the following internal acoustic criteria (LAeq levels) are not exceeded;

- (a) In any bedroom in the building – 35 dB(A) at any time between 10pm and 7am
- (b) Anywhere else in the building (other than a garage, kitchen, bathroom or hallway) – 40 dB(A) at any time

6. Terms of the Restriction on the Use of Land numbered 7 in the Plan.

No subdivision certificate may be issued for further subdivision of the lot burdened until;

- (a) An asset Protection Zone (APZ) of 25m is established on adjoining Lot 20 DP 10419 to the west of the subject site; or
- (b) The adjoining land to the west within Lot 20 DP 10419 is developed leading to the removal of bushfire hazard and consequently the requirement for the maintenance of the stipulated APZ.

7. Terms of Positive Covenant numbered 8 in the Plan.

The owner of the lot burdened must preserve and maintain an acoustic fence and landscaping within the area designated (W) on the plan as approved under Construction Certificate CC17-1144#A/DA17-0751 or otherwise approved by Maitland City Council.

The body or persons having the power to release, vary or modify easement, restriction or positive covenant numbered 1 on the plan

The registered Proprietor of the lot benefited with the concurrence of Maitland City Council

The body or persons having the power to release, vary or modify easement, restriction or positive covenant numbered 3 on the plan

Freeway Land Company Pty Limited and Thornton North Pty Limited and if Freeway Land Company Pty Limited and Thornton North Pty Limited no longer exists or is not the Registered Proprietor of any of the land comprised in the plan of Subdivision or any land immediately adjoining the land in the plan then the restrictions will cease to apply.

2

Plan: **DP1248342**

Plan of Subdivision of Lot 323 DP 1235860 covered by
Subdivision Certificate No **130873** dated **12.10.18**
170751
141610

Maitland City Council by its authorised delegate pursuant to s.377 Local Government Act
1993

Signature of delegate



Name of delegate

ROBYN HAWES

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

Signature of Witness




Name of Witness

KAREN SCHRODER

Address of Witness

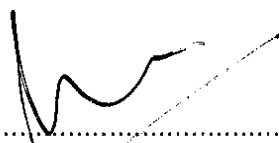
285 HIGH STREET MAITLAND

EXECUTED by THORNTON NORTH PTY LIMITED
(ACN 120 531 820) in accordance with
Section 127 of the Corporations Act.



Signature of Director

ANDREW BAREND HELMERS



Signature of Director

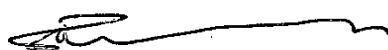
PHILIP RONALD HAIGH

EXECUTED by FREEWAY LAND COMPANY PTY LIMITED
(ACN 082 342 176) in accordance with
Section 127 of the Corporations Act.



Signature of Director

GEOFFREY WILLIAM O'SHEA



Signature of Director

GRAHAM ROBERT BURNS

Sheet 6 of 7

Plan: **DP1248342**

Plan of Subdivision of Lot 323 DP1235860 covered by
Subdivision Certificate No **130873** dated **12.10.18**
170751
141610

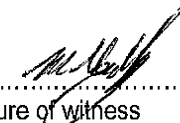
Executed by **HUNTER WATER CORPORATION**
by its attorney



Pursuant to Power of Attorney Book **4695** No. **750**

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

MARK RAYMOND HICKORY
Name of witness (BLOCK LETTERS)


Signature of witness

36 Honeysuckle Drive
Newcastle, 2300

~~ANZ BANK~~

MAITLAND MUTUAL BUILDING SOCIETY

MAITLAND MUTUAL BUILDING SOCIETY LIMITED

ACN 087 861 983 BY ITS ATTORNEY

(name) **KIERAN QUIGLEY**

(position) **MANAGER LENDING AND COMPLIANCE**

PURSUANT TO POWER OF ATTORNEY

REGISTERED **4677 - 414**

(signed) 

(witness) **Julie Price**

(Address) **417 High Street Maitland**

(signed) **Julie**

Sheet 7 of 7

Plan: **DP1248342**

Plan of Subdivision of Lot 323 DP1235860 covered by
Subdivision Certificate No **170751** dated **12.10.18**
130873
141610

Signed, sealed and delivered for and on
behalf of **Alpha Distribution Ministerial**
Holding Corporation 67 505 337 385 in
the presence of:



Signature of Witness

DARREN TSWEIGY

Print name of Witness

~~126 Philip Street, Sydney NSW 2000~~

52 martin Place


Signature of Agent for ~~Rob Whitfield~~, Michael
NSW Treasury Secretary (NSW Pratt
Treasurer's delegate under delegation Au.
dated 24 November 2015), on behalf of
Alpha Distribution Ministerial Holding
Corporation


ANGELO WYKetos

Name of Agent in full

REGISTERED



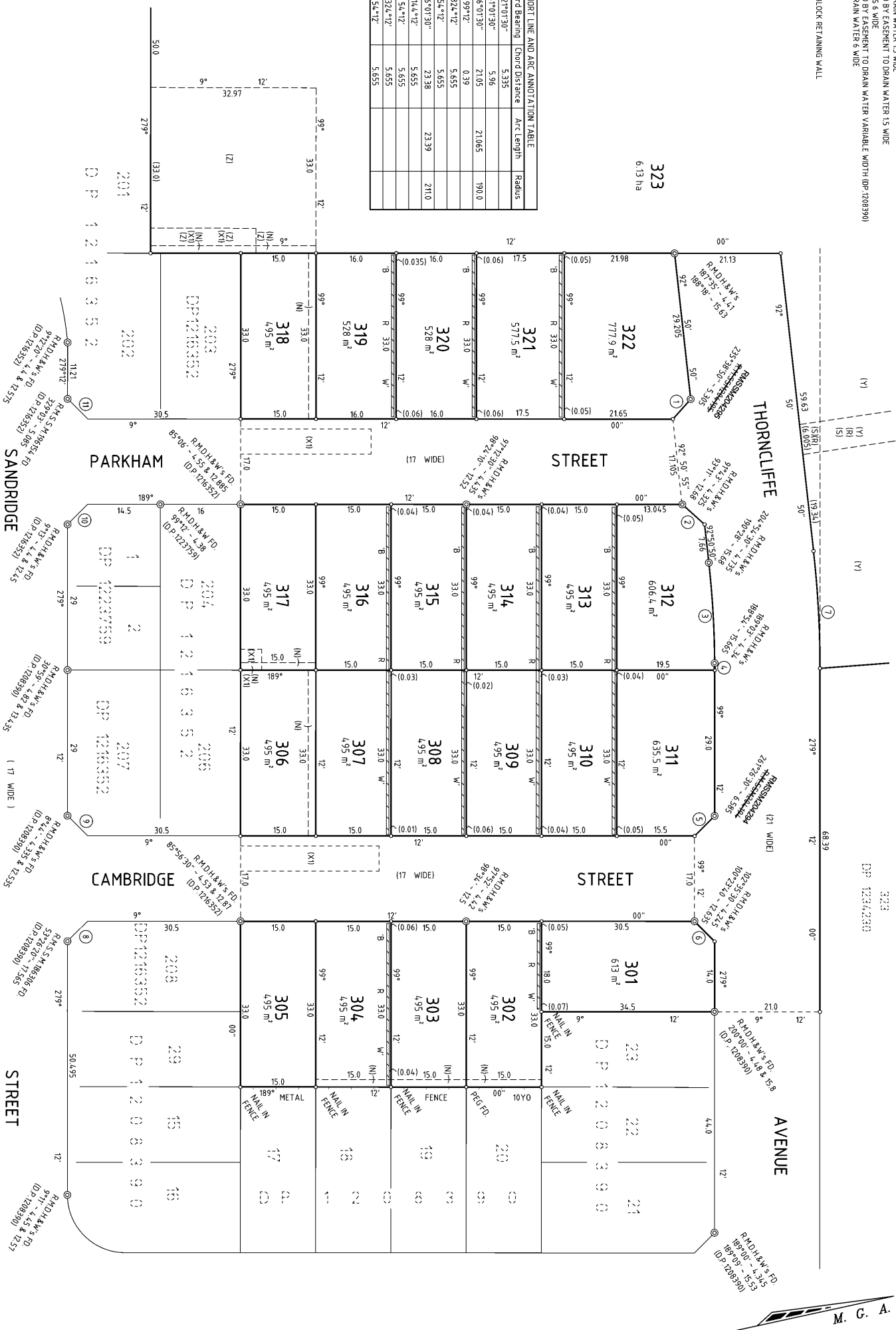
21.11.2018

SSM NUMBERING AMENDED SEE 2020-36  21/1/2020

(X) EASEMENT FOR TO DRAIN WATER 5 WIDE (DP: 1263632) - PART EASEMENT TO BE RELEASED
(N) EASEMENT TO DRAIN WATER 15 WIDE
(Z) AREA BENEFITED BY EASEMENT TO DRAIN WATER 15 WIDE
(R) RIGHT OF ACCESS 6 WIDE
(Y) AREA BENEFITED BY EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP: 1263930)
(S) EASEMENT TO DRAIN WATER 6 WIDE

'B R W' - DENOTES BLOCK RETAINING WALL


CHORD LINE AND ARC AMOUNT TABLE			
Number	Chord Bearing	Chord Distance	Arc Length
1	327°01'30"	5.335	
2	57°01'30"	5.06	
3	96°01'30"	21.05	190.0
4	99°9'12"	0.39	
5	324°12'	5.655	
6	54°*12'	5.655	
7	96°01'30"	23.38	23.39
8	144°12'	5.655	211.0
9	54°12'	5.655	
10	324°*12'	5.655	
11	54°*12'	5.655	



M. G. A.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:  05.10.2017 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only DP1235860
PLAN OF SUBDIVISION OF LOTS 421 D.P.1223280	LGA: MAITLAND Locality: THORNTON Parish: ALNWICK County: NORTHUMBERLAND
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, ALEX LASCELLES 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 8th JUNE 2017 . *(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature: <i>A. Lascelles</i> Dated: 6/8/17 Surveyor ID: 8697 Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level - Undulating / *Steep - Mountainous * Strike through if inapplicable ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, Leanne Harris *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <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: <i>Leanne Harris</i> Accreditation number: Consent Authority: Maitland City Council Date of endorsement: 7.9.17 Subdivision Certificate number: 130873 141610 File number: DA130873 DA141610 *Strike through if inapplicable	Plans used in the preparation of survey/compilation D.P.1200916 D.P.1223280 D.P.1216352 D.P.1208390 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 16473
Statements of intention to dedicate public roads, public reserves and drainage reserves IT IS INTENDED TO DEDICATE THE EXTENSION OF THORNCLIFFE AVENUE, CAMBRIDGE STREET & PARKHAM STREET TO THE PUBLIC AS PUBLIC ROAD.	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered



05.10.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOTS 421
D.P.1223280

DP1235860

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 : 130873 141610Date of Endorsement : 7.9.17

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (N)
2. RESTRICTION ON THE USE OF LAND
3. RIGHT OF ACCESS 6 WIDE (Q)
4. RIGHT OF ACCESS 6 WIDE (R)
5. EASEMENT TO DRAIN WATER 6 WIDE (S)
6. RESTRICTION ON THE USE OF LAND

TO RELEASE:-

1. RIGHT OF CARRIAGEWAY 17.0 WIDE (D.P.1216352)
2. EASEMENT TO DRAIN WATER 5 WIDE (D.P.1216352)

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
301	12	CAMBRIDGE	STREET	THORNTON
302	10	CAMBRIDGE	STREET	THORNTON
303	8	CAMBRIDGE	STREET	THORNTON
304	6	CAMBRIDGE	STREET	THORNTON
305	4	CAMBRIDGE	STREET	THORNTON
306	5	CAMBRIDGE	STREET	THORNTON
307	7	CAMBRIDGE	STREET	THORNTON
308	9	CAMBRIDGE	STREET	THORNTON
309	11	CAMBRIDGE	STREET	THORNTON
310	13	CAMBRIDGE	STREET	THORNTON
311	15	CAMBRIDGE	STREET	THORNTON
312	16	PARKHAM	STREET	THORNTON
313	14	PARKHAM	STREET	THORNTON

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
314	12	PARKHAM	STREET	THORNTON
315	10	PARKHAM	STREET	THORNTON
316	8	PARKHAM	STREET	THORNTON
317	6	PARKHAM	STREET	THORNTON
318	5	PARKHAM	STREET	THORNTON
319	7	PARKHAM	STREET	THORNTON
320	9	PARKHAM	STREET	THORNTON
321	11	PARKHAM	STREET	THORNTON
322	13	PARKHAM	STREET	THORNTON
323	N/A	THORNCLIFFE	AVENUE	THORNTON

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16473

PLAN FORM 6A(2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered



05.10.2017

Office Use Only

Office Use Only

DP1235860

PLAN OF SUBDIVISION OF LOTS 421
D.P.1223280

Subdivision Certificate number : 130873 141610
Date of Endorsement : 7.9.17

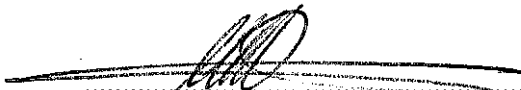
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- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by THORNTON NORTH PTY LIMITED
ACN 120 531 820 by:


.....
Director

Print Name: NICHOLAS WAYNE EUKINGTON
ALTERNATE DIRECTOR


.....
Director

Print Name: ANDREW BARENSE HEMMERS

Executed by FREEWAY LAND COMPANY PTY LIMITED
ACN 082 342 176 by:


.....
Director

Print Name:
GRAHAM ROBERT EVANS


.....
Director

Print Name: GEOFFREY WILLIAM O'SHEA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16473

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered



05.10.2017

Office Use Only

Office Use Only

DP1235860

PLAN OF SUBDIVISION OF LOTS 421
D.P.1223280

Subdivision Certificate number : 130873 141610

Date of Endorsement : 7.9.17

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

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

MAITLAND MUTUAL

MAITLAND MUTUAL BUILDING SOCIETY LIMITED

ACN 087 651 983 BY ITS ATTORNEY

(name) KEN ARCHER

(position) Commercial Lending Manager

PURSUANT TO POWER OF ATTORNEY

REGISTERED Book 4677 No. 414

(signed)

(witness) MICHELE SEARL

(Address) 417 HIGH STREET MAITLAND

(signed)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16473

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

Sheet 1 of 4

Plan: **DP1235860**

Plan of Subdivision of Lot 421 DP 1223280 covered by
 Subdivision Certificate No ~~130873~~ dated ~~7.9.17~~
141610

**Full Name and Address of the
 Registered Proprietor of the Land**

Freeway Land Company Pty Limited
 (ACN 082 3421 76)
 1 Hartley Drive
 Thornton NSW 2322

Thornton North Pty Limited
 (ACN 120 531 820)
 9B Huntingdale Drive
 Thornton NSW 2322

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre , restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (N)	304 303 302 318 317 306 323	305 304 & 305 303, 304 & 305 Lot 201 DP 1216352 & Part 323 designated (Z) Lot 204 DP1216352 & Lots 1 & 2 DP1223759 317 & Lot 204 DP1216352 & Lots 1 & 2 DP1223759 Lot 201 DP1216352
2	Restriction on the Use of Land	All Lots except Lot 323	Every other lot except Lot 323
3	Right of Access 6 wide (Q)	323	Lot 323 DP1234230
4	Right of Access 6 wide (R)	323	Maitland City Council
5	Easement to Drain Water 6 wide (S)	323	Maitland City Council
6	Restriction on the Use of Land	All Lots except Lot 323	Maitland City Council

Plan: **DP1235860**

Plan of Subdivision of Lot 421 DP 1223280 covered by
Subdivision Certificate No **130873** dated **7.9.17**
141610

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	Right of Carriageway 17 Wide (Vide DP 1216352)	Lot 421 DP 1223280	Maitland City Council
2	Easement Easement to Drain Water 5 Wide Designated X1 on the Plan (Vide DP 1216352)	Lot 421 DP 1223280	Maitland City Council

Part 2 (Terms)

1. Terms of the Restriction on the Use of Land numbered 2 in the Plan.

No fence shall be erected on a lot burdened unless it is erected without expense to both Freeway Land Company Pty Limited and Thornton North Pty Limited, its successors and permitted assigns other than Purchasers on sale.

2. Terms of Right of Access numbered 3 & 4 in the Plan.

Right of Access terms as set out in Part 14 Schedule 8 of the Conveyancing Act being for bushfire emergency access and egress only, ceasing upon the date that the Right of Access or any part of it is opened as a public road within the meaning of the Roads Act 1993.

3. Terms of Right of Access numbered 6 in the Plan.

No development shall be undertaken or permitted to be undertaken on any lot burdened unless it is undertaken in accordance with the recommendations of the Reverb Acoustics Report (dated September 2013, report No. 08-1227-R2) or a more recent acoustics report.

Plan: **DP1235860**

Plan of Subdivision of Lot 421 DP 1223280 covered by
Subdivision Certificate No **130873** dated **7.9.17**
141610

The body or persons having the power to release, vary or modify easement, restriction or positive covenant numbered 1 on the plan

The registered Proprietor of the lot benefited with the concurrence of Maitland City Council

The body or persons having the power to release, vary or modify easement, restriction or positive covenant numbered 2 on the plan


Freeway Land Company Pty Limited and Thornton North Pty Limited and if Freeway Land Company Pty Limited and Thornton North Pty Limited no longer exists or is not the Registered Proprietor of any of the land comprised in the plan of Subdivision or any land immediately adjoining the land in the plan then the restrictions will cease to apply.

Maitland City Council by its authorised delegate pursuant to s.377 Local Government Act 1993

(Signature of delegate) 

(Name of delegate) **LEANNE HARRIS**

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

(Signature of Witness) 


(Name of Witness) **KAREN SCHRODER**

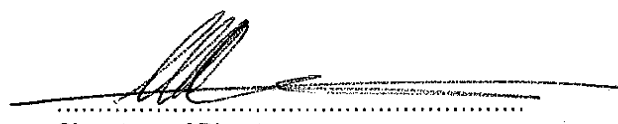
(Address of Witness) **285 HIGH STREET MAITLAND**

Plan: **DP1235860**


Plan of Subdivision of Lot 421 DP 1223280 covered by
Subdivision Certificate No **130873** dated **7.9.17**
141610


EXECUTED by **THORNTON NORTH PTY LIMITED**
(ACN 120 531 820) in accordance with
Section 127 of the Corporations Act.


.....
Signature of Director
NICHOLAS WAYNE EVINGTON


.....
Signature of Director
ANDREW BAREND HELMERS

EXECUTED by **FREEWAY LAND COMPANY PTY LIMITED**
(ACN 082 342 176) in accordance with
Section 127 of the Corporations Act.


.....
Signature of Director
GRAHAM ROBERT BURNS


.....
Signature of Director
GEOFFREY WILLIAM O'SHEA

Maitland Mutual

MAITLAND MUTUAL BUILDING SOCIETY LIMITED

ACN 067 651 933 BY ITS ATTORNEY

(name) **KEN ARCHER**
(position) **Commercial Lending Manager**

PURSUANT TO POWER OF ATTORNEY

REGISTERED **BOOK 4677 No. 414**

(signed) 

(witness) **MICHELE SEARL**

(Address) **417 HIGH STREET MAITLAND**

(signed) **MAITLAND** 

REGISTERED



05.10.2017

Certificate No.: PC/2025/1482

Certificate Date: 28/04/2025

Fee Paid: \$69.00

Receipt No.: 2185849

Your Reference: 5624

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	East Maitland Conveyancing
	admin@eastmaitlandconveyancing.com.au
PROPERTY DESCRIPTION:	4 Maidford Street THORNTON NSW 2322
PARCEL NUMBER:	97289
LEGAL DESCRIPTION:	Lot 506 DP 1248342

IMPORTANT: Please read this Certificate carefully.

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

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

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

SECTION 10.7(2)

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

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

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

State Environmental Planning Policies

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

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

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

Local Environmental Plan (LEP)

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

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

Planning Proposal for a Local Environmental Plan

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

Detailed information on draft environmental planning instruments is available at

263 High-Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

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

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

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

Draft Development Control Plans

No draft Development Control Plan(s) that have been on public exhibition under the Act are applicable to the land.

Draft State Environmental Planning Policies

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

ITEM 2 – Zoning and land use under relevant planning instruments

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

Zone and Land Use Table from Local Environmental Plan

R1 General Residential

1 Objectives of zone

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

2 Permitted without Consent

Home occupations

3 Permitted with Consent

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

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight

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

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

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

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

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

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

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

Is the land within a conservation area, however described?

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

Note: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning and Environment, Biodiversity and Conservation Division.

ITEM 3 – Contribution plans

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

- Maitland S94A Levy Contributions Plan 2006
- Thornton North S94 Contribution Plan 2008
- Maitland City Wide Section 94 Contributions Plan 2016
- Maitland S94 Contributions Plan (City Wide) 2006

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

The land IS NOT in a special contributions area.

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

ITEM 4 – Complying Development

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

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

Complying development under the **Low Rise 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.
The complying development may not be carried out on the land because of the following provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy.

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

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

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

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

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

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

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

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

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

ITEM 5 – Exempt Development

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

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

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

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

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

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

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

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

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

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

ITEM 7 - Land Reserved for Acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes

provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

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

ITEM 8 – Road widening and road realignment

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

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

Note: This item relates to Council's road proposals only. Other authorities, including the NSW Roads and Traffic Authority may have road widening proposals.

ITEM 9 – Flood related development controls

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

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

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

Note in this section – **flood planning area** has the same meaning as in the Floodplain Development Manual. **Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 00) published by the NSW Government in April 2005. **probable maximum flood** has the same meaning as in Floodplain Development Manual

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

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

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

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

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

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

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

Note in this section –

adopted policy means a policy adopted –

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

ITEM – 11 Bush fire prone land

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

The land is NOT identified as being bushfire prone land.

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

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

ITEM – 12 Loose-fill asbestos insulation

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

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

ITEM – 13 Mine subsidence

263 High-Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

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

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

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

The land has NOT been proclaimed to be within a Mine Subsidence District under the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

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

ITEM – 15 Property vegetation plans

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

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

ITEM – 16 Biodiversity stewardship sites

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

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

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

ITEM 17 – Biodiversity certified land

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

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

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

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

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

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

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

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

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

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

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

ITEM 20 – Western Sydney Aerotropolis

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

ITEM 21 – Development consent conditions for seniors housing

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

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

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

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

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

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

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

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

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

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

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

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

Contaminated Land

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

Jeff Smith
General Manager



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries 1300 657 657

APPLICANT'S DETAILS



InfoTrack

N/A

N/A

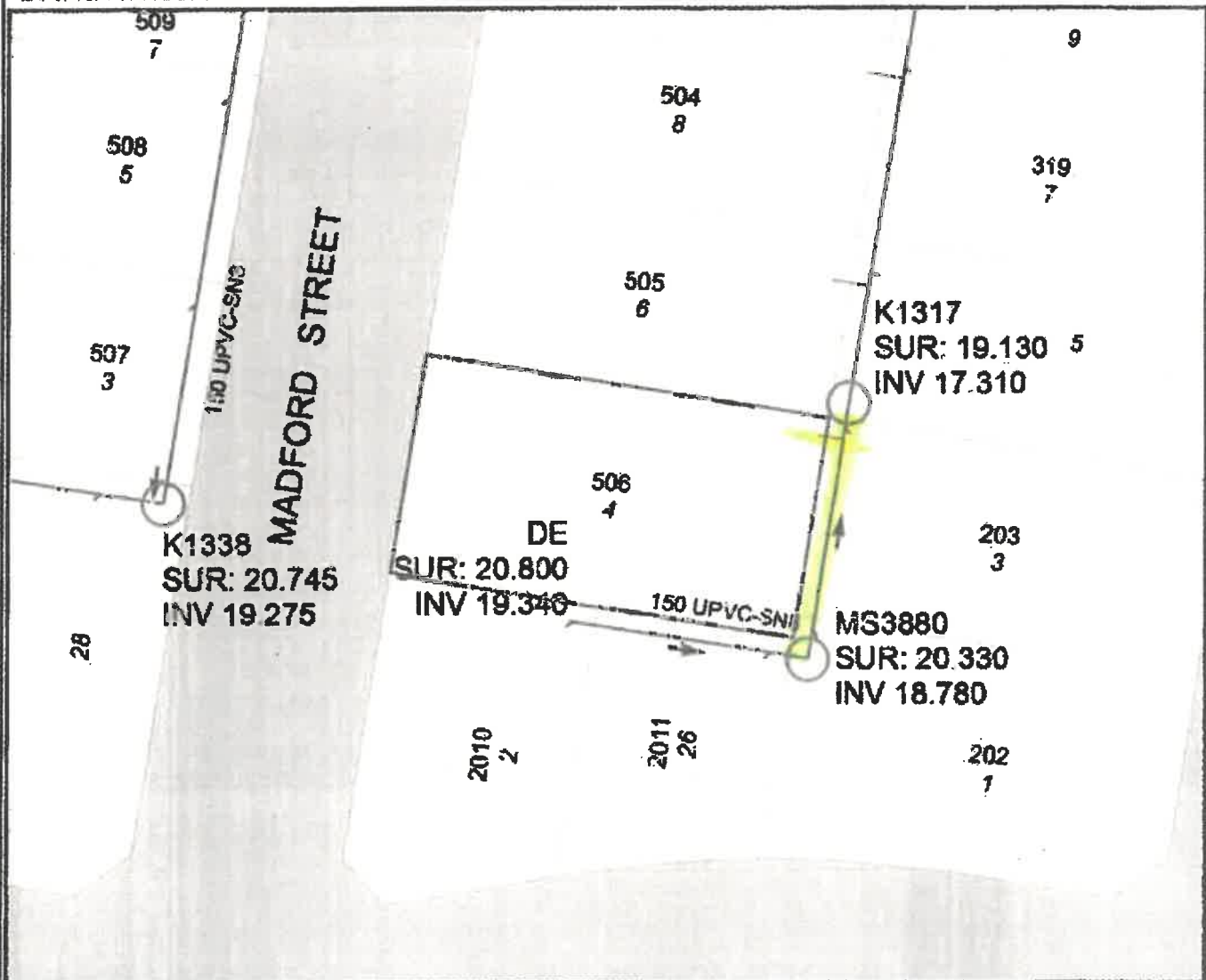
APPLICATION NO.: 6908739427

APPLICANT REF: M 11350

RATEABLE PREMISE NO.: 2406502500

PROPERTY ADDRESS: 4 MAIDFORD ST THORNTON 2322

LOT/SECTION/DP/SP: 506/DP 1248342



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

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

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

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

Date: 15-08-2019

Scale: 1:500

CADASTRAL DATA FROM
NORTHSTAR DATA
© Department of Planning

SEWER/WATER SERVICES
© Hunter Water Corporation

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	83b8cddb
Property Address:	4 MAIDFORD STREET THORNTON
Date of Registration:	28 April 2025
Type of Pool:	A spa pool
Description of Pool:	Above ground 5 person spa with lockable lid

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	83b8cddb
Property Address:	4 MAIDFORD STREET THORNTON
Expiry Date:	08 May 2028
Issuing Authority:	Lindsay Brokate - Registered Certifier - bdc3343

Restricted by S20 Exemption: the spa pool must be covered and secured by a lockable child-resistant structure at all times when the spa pool is not in actual use.

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use