

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW Duty:	
vendor's agent	Peters Real Estate 475 High Street, Maitland NSW 2320	Phone:	+61 2 4933 7855
		Ref:	Tim Peters
		Email:	customerservice@petersrealestate.com.au
vendor	Valhalla Investments Pty Ltd ACN 008 416 028 50 Clyde Street, Hamilton North NSW 2292		
vendor's solicitor	Hickey Wheeler & Co Lawyers 2 Dick Street, Newcastle West NSW 2302 PO Box 835, Newcastle NSW 2300	Phone:	+61 2 4012 8000
		Ref:	Jared Resevsky
		Email:	jared@hwandco.com.au
date for completion	28th day after the contract date		
land (Address, plan details And title reference)	28 Collaroy Road, Louth Park NSW 2320 Lot 502 in Deposited Plan 1265621 being Folio Identifier 502/1265621		

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace
 none other: Vacant Land

attached copies documents in the List of Documents as marked or numbered:
 other documents:

A real estate agent is permitted by <i>legislation</i> to fill up the items in this box in a sale of residential property.				
inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in-wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor		Phone		
		Fax		
		Ref		
		Email		
price				
deposit				(10% of the price, unless otherwise stated)
balance				
contract date				(if not stated, the date this contract was made)

buyer's agent
 Executed for and on behalf of Valhalla Investments Pty Ltd ACN 008 416 028 by its attorney
 pursuant to Power of Attorney, Thomas Wilfred Goold, Registered Book 4732 No 460:

vendor

witness

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

purchaser JOINT TENANTS tenants in common in unequal shares **witness**

Choices

vendor agrees to accept a **deposit-bond** (clause 3) NO yes
Nominated Electronic Lodgement Network (ELN) (clause 30) PEXA
Electronic Transaction (clause 30) no YES

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

land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

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

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: Valhalla Investments Pty Ltd ACN 008 416 028

Supplier's ABN: 88 008 416 028

Supplier's business address: 50 Clyde Street, Hamilton North NSW 2292

Supplier's email address: dlsaddo@gmail.com

Supplier's phone number: 0427 101 849

Supplier's proportion of RW payment: 7% of the purchase price

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): 7% of the purchase price

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

<p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input checked="" type="checkbox"/> 3 unregistered plan of the land <input checked="" type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" 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"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate <p>Home Building Act 189</p> <ul style="list-style-type: none"> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 543 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement – off the plan contract <input type="checkbox"/> 58 other document relevant to off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 59 Floor Plans
--	---

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	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
---	--

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 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 *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Additional Conditions forming part of the Contract between the parties named on page 1 of the Contract.

CONTENTS

33. Definitions and interpretation	2
34. Amendments to printed provisions	3
35. Completion Date	4
36. Notice to Complete	4
37. Interest - Late Completion	4
38. Representations, warranties and acknowledgements by the Purchaser	4
39. Property matters	5
40. Not Used	6
41. Deposit	7
42. No Caveat	7
43. Party dies, is incapacitated or goes into liquidation	7
44. Council & Water Rates	8
45. Land Tax	8
46. Requisitions on Title	8
47. Development Activities	8
48. Guarantee	8
49. For Sale Signs After Completion	9

33. **Definitions and interpretation**

33.1 In this Contract, these terms (in any form) mean:

"Action"	make any objection, requisition, complaint, Claim for compensation or exercise any right to rescind or terminate this contract or seek to delay Completion;
"Claim"	Includes any claim, demand, suit, proceedings or other legal action;
"Completion"	completion of this contract;
"Development Activities"	Development activities for the Development Land including but not limited to: <ul style="list-style-type: none">(a) any form of demolition work, excavation work or landscaping work on the Development Land;(b) any form of building work or work ancillary to or associated with building work on the Development Land including, without limitation, work in connection with the installation of services;(c) any other such approvals required by the Vendor or its assignee for carrying out the Development Activities;(d) any form of work additional to the forms of work referred to in paragraph (a) and (b) of this definition which is considered necessary or desirable by the Vendor;(e) the subdivision of land forming part of the Development Land;(f) the dedication of land forming part of the Development Land;
"Development Land"	Any land owned by the Vendor adjacent to, within the vicinity or broader surrounding area of the property;
"Guarantor"	the person(s) described as Guarantor in this Contract and each person signing this Contract where the Purchaser is a corporation or a Trustee of a Trust;

- 33.2 If there is a conflict or inconsistency between the printed provisions (clauses 1 to 32) and the additional conditions, then the additional conditions prevail.
- 33.3 A reference to a party in this Contract is a reference to that party in its personal capacity as well as in its capacity as Trustee of a Trust (if any) and a party is obligated in terms of this deed in its personal capacity and in its capacity as Trustee for a Trust (if any).
- 33.4 Headings are for convenience only and do not affect the interpretation of this Contract.
- 33.5 An agreement, representation or warranty:
- 33.5.1 in favour of two or more persons is for the benefit of them jointly and severally;
and
- 33.5.2 on the part of two or more persons binds them jointly and severally.
- 33.6 The singular includes the plural and vice versa.
- 33.7 A reference to a document includes any amendment or supplement to or replacement or novation of the document.
- 33.8 References to a statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, documents or other subordinate legislation made under the relevant statute.

34. Amendments to printed provisions

The printed provisions of this Contract are amended as follows:

- 34.1 clauses 5.2.1 and 5.2.2: replace "21" with "14";
- 34.2 the first line of clause 7.1 is replaced with:
"The Vendor can rescind (and need not establish reasonable grounds for doing so) if in the case of claims that are not claims for delay –";
- 34.3 clause 7.1.1 is deleted;
- 34.4 clause 10.1, line 1 is replaced with:
"The Purchaser cannot make an objection, claim or requisition, delay completion, or rescind or terminate in respect of";
- 34.5 clauses 10.1.8 and 10.1.9 are amended by replacing "substance" with "existence";
- 34.6 clause 10.1.10 is added as follows:
"any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise";
- 34.7 clauses 13.5, 13.8, 13.9 and 13.10 are deleted;
- 34.8 clause 20.6.3 is replaced with:

"served if it is served on the party's solicitor, even if the party has died or any of them has died (this clause 20.6.3 also applies to any document in an action in connection with this Contract including, without limitation, any writ of summons or other originating process)";

34.9 clauses 23-28 (inclusive) are deleted;

34.10 clause 29.7.3 and 29.8.3 are amended by replacing "21 days" with "14 days";

34.11 clause 29.5 is amended by replacing "a party" and the "party" with the "Purchaser".

35. Completion Date

Completion must take place on or before 5.00pm on the date for Completion.

36. Notice to Complete

If either party is entitled to serve a notice to complete then a notice to complete requiring completion to take place as specified in the notice (provided that the time is not less than 14 days from the date of service of the notice) is deemed both at law and in equity to be sufficient notice to make time of the essence of this Contract notwithstanding any rule of law or equity to the contrary.

37. Interest - Late Completion

37.1 This agreement shall be completed on the Completion Date.

37.2 If the Purchaser fails to complete within the time stipulated in paragraph 37.1 of this Additional Condition otherwise than in consequence of a reason attributable to the Vendor, then, without any way limiting the rights of the Vendor hereunder, the Purchaser agrees that it will pay to the Vendor interest calculated at the rate of 10% per annum on the balance of purchase monies outstanding hereunder, such interest to be calculated for the period from the stipulated last date of completion as provided in paragraph 37.1 hereof until the date that the Purchaser shall complete this Contract and the parties hereby agree that such interest represents a pre-estimate of the Vendor's loss in the event of a delay in completion.

38. Representations, warranties and acknowledgements by the Purchaser

38.1 The Purchaser represents and warrants that:

38.1.1 the terms and conditions set out in this Contract contain the entire agreement as concluded between the parties and the Purchaser acknowledges that he has not been induced to enter into this Contract by any warranty or representation verbal or otherwise made by or on behalf of the Vendor which is not set out in this Contract;

38.1.2 the Purchaser was not introduced to the Vendor or the property by any real estate agent not referred to in this Contract and the Purchaser must indemnify the Vendor against any claim for commission which might be made by any other agent resulting from any breach of this warranty.

38.2 The Purchaser acknowledges that the Vendor has entered into this Contract on the basis that the representations and warranties set out in additional condition 38.1 are true and not misleading.

39. Property matters

39.1 Property sold in present condition

39.1.1 Subject to s52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2017* (NSW), the property and the services to the property, if any, are sold in their present condition and state of repair, subject to reasonable wear and tear and to all faults and defects, both latent or patent and the Vendor is not required to make any alteration or repair to them.

39.2 No Action

Subject to s 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2017* (NSW), the Purchaser must not take any Action in respect of, or by reason of, any of the following matters:

39.2.1 the state of repair or condition of the property;

39.2.2 the state of repair, condition or availability of any service to or on the property;

39.2.3 the presence or location of any sewer, sewer line, manhole or vent on the property;

39.2.4 any latent or patent defect to the property; or

39.2.5 any contamination or other environmental damage to the property.

39.3 Purchaser warranties

39.3.1 The Purchaser warrants with the Vendor that:

39.3.1.1 the Purchaser has inspected or has had adequate opportunity to inspect the property;

39.3.1.2 the Purchaser has relied entirely on its own inspection of, and its own enquiries and due diligence relating to, the property, including:

(a) the use to which the property may be put (including any restrictions);

(b) any financial return or income derived or to be derived from the property;

(c) any services to the property; and

(d) all other inspections and enquiries which a prudent Purchaser would make in respect of the property;

39.3.1.3 the Purchaser has inspected or has had adequate opportunity to inspect the documents attached to this Contract;

39.3.1.4 in entering into this contract and proceeding to Completion neither the Vendor nor any person on its behalf has made or given, nor has the Purchaser relied on any representation, warranty, promise or forecast including in any marketing material;

39.3.1.5 the Purchaser has relied entirely on its own enquiries relating to the property;

39.3.1.6 no other statements or representations:

(a) have induced or influenced it to enter into this contract or to agree to any or all of its terms;

(b) have been relied on by it in any way as being accurate for those purposes; or

(c) have been warranted to it as being true.

39.3.2 The Purchaser must not take any Action in respect any matter considered by this clause.

39.4 Section 10.7 Certificate

39.4.1 The Purchaser acknowledges the Vendor's disclosure in the attached planning certificate issued under section 10.7 of the *Environmental Planning and Assessment Act 1979* (NSW).

39.4.2 The Purchaser warrants it has satisfied itself in relation to:

39.4.2.1 the manner in which the property is affected by any environmental planning instrument (actual or deemed) under the *Environmental Planning and Assessment Act 1979* (NSW) (as amended from time to time);

39.4.2.2 any restriction or prohibition whether statutory or otherwise relating to the zoning of the property or development on the property;

39.4.2.3 the use to which the property may be put; and

39.4.2.4 any existing proposals for realignment, widening or siting of a road by any authority.

39.4.3 The Purchaser must not take any Action by reason of any matters set out in this clause.

41. Deposit

- 41.1 The parties agree that the Purchaser may elect by notice in writing to pay the 10% deposit by two instalments.
- 41.2 Notwithstanding printed condition 2, the Purchaser must pay the deposit to the depositholder as follows:
- 41.2.1 the sum equal to 5% of the purchase price on the date of this Contract; and
- 41.2.2 the balance of the deposit, which the parties agree is 10% of the price, on or before the completion of this Contract.
- 41.3 Despite any other provision of this Contract:
- 41.3.1 the times for paying the deposit under this Contract are essential; and
- 41.3.2 if the Purchaser fails to pay the deposit in accordance with this clause 41 the Vendor may elect to immediately terminate this Contract.

42. No Caveat

- 42.1 The Purchaser must not, notwithstanding his beneficial interest in the property lodge nor cause to be lodged any caveat against the title of the property. If any caveat is lodged against the title to the property by the Purchaser (or any person claiming an interest through the Purchaser) then the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney to execute any withdrawal of caveat, consents or approvals and further hereby irrevocably instructs the Vendor's Solicitors (from time to time) to act in the name of and on the Purchaser's behalf in preparation, execution and registration of any withdrawal of caveat and/or granting or consent or approval of the Purchaser as Caveator.
- 42.2 The Purchaser indemnifies the Vendor against any liability or loss arising from any costs in connection with a breach by the Purchaser of this clause.

43. Party dies, is incapacitated or goes into liquidation

If the Purchaser or Vendor (or if the Vendor is more than one person then any Vendor):

- 43.1 dies;
- 43.2 becomes mentally incapacitated; or
- 43.3 being a company, goes into liquidation,

prior to completion of this Contract, then the other party may (but is not obligated to) by notice in writing to that party rescind this Contract.

44. **Council & Water Rates**

44.1 The property will not be separately rated in the current rating year/cycle as it is a recently subdivided lot. The Purchaser must make an allowance to the Vendor for its proportion of the rates from the adjustment date to the end of the current rating year/cycle, adjusted on the following amounts:

Council rates \$1,500.00 per annum
Water rates \$nil

the Vendor is then liable to pay the rate assessment for the current rating year/cycle in full when it is issued on or before its due date.

44.2 The Purchaser and Vendor agree that the amounts specified in clause 44.1 represent a fair and reasonable assessment of rates for the Lot on which to adjust on the adjustment date.

45. **Land Tax**

45.1 Notwithstanding any other provision of this Contract, if Completion is delayed by the Purchaser and Completion is to occur on or after 1 January 2022 the Purchaser must (at Completion) pay to the Vendor the amount of any land tax levied against the property for the 2022 Land Tax Year

45.2 The Vendor will be under no obligation to provide a clear certificate issued pursuant to section 47 of the *Land Tax Management Act 1956* before Completion on the basis that such land tax charge is paid at Completion.

46. **Requisitions on Title**

For the purpose of this Contract, in particular clause 5, the Purchaser is deemed to have submitted requisitions in the attached form. If answers are provided in this Contract, then the Vendor may, prior to completion, amend any incorrect answers from time to time.

47. **Development Activities**

47.1 The Purchaser acknowledges that the Vendor intends to carry out the Development Activities which may continue to be carried out after completion.

47.2 The Purchaser cannot not make a claim arising out of the Development Activities carried on by the Vendor or do any act or thing to restrain the Vendor (or its agents or contractors) from carrying out the Development Activities.

47.3 This clause will not merge on Completion.

48. **Guarantee**

48.1 The directors (or directors if more than one) of the Purchaser will sign the Guarantee annexed to this Contract.

48.2 This clause applies if the Purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this Contract.

49. **For Sale Signs After Completion**

49.1 The Purchaser will not for a period of 12 months after completion put on the land a **"For Sale"** sign other than that of the agent listed as Vendors agent in this Contract.

49.2 If the Purchaser enters into a contract to on sell the land within the said 12 months, then the Purchaser will put a clause in that contract in the terms of 49 above. However, the 12 month time period will be varied so that the obligation of the on-Purchaser is reduced to the date clause 49 would have expired.

49.3 This clause 49 will not merge on completion.

Deed dated

Between: Valhalla Investments Pty Ltd ACN 008 416 028 ("the Vendor")

and ("the Purchaser")

Recital

In order to induce the Vendor to enter into the Contract the Guarantor has agreed to give the guarantee and indemnity contained in this Deed.

It is Agreed as follows:

- 1.1 The word guarantor means:-
 - 1.1.1 Being the directors of the purchaser.
 - 1.1.2 Being the directors of the company which is a Trustee of the Purchaser.The purchaser will provide a current company search of the company.
- 1.2 If the guarantor has not signed this clause, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 1.3 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
 - (a) payment of all money payable by the purchaser under this contract; and
 - (b) the performance of all of the purchaser's other obligations under this contract.
- 1.4 The guarantor:
 - (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - (b) must pay on demand any money due to the vendor under this indemnity.
- 1.5 The guarantor is jointly and separately liable with the purchaser to the vendor for:
 - (a) the performance by the purchaser of its obligations under this contract; and
 - (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 1.6 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 1.7 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

1.8 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
- (b) the release or discharge of any person;
- (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
- (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
- (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (f) the winding up of the purchaser.

1.9 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

1.10 This clause operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed
Signed sealed and delivered by

as Guarantor in the presence of:

.....
Witness signature

Witness name:

Witness address:

Signed sealed and delivered by

as Guarantor in the presence of:

.....
Witness signature

Witness name:

Witness address:

VACANT LAND REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property: Lot

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.

NOTED

2. Is anyone in adverse possession of the property or any part of it?

NO

Title

3. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.

NOTED

4. 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.

NOTED

5. 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.

NO

6. When and where may the title documents be inspected?

AT THE OFFICE OF THE MORTGAGEE

Adjustments

7. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.

NOTED, SUBJECT TO CONTRACT

8. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? **NO** If so:

(a) to what year has a return been made? **NOT APPLICABLE**

(b) what is the taxable value of the property for land tax purposes for the current year? **NOT APPLICABLE**

Survey and building

9. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
NOTED
10. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
NO
11. 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?
SO FAR AS VENDOR IS AWARE, NO. VENDOR CANNOT SPEAK FOR PREDECESSOR IN TITLE
12. (a) To whom do the boundary fences belong?
IF ANY, PRESUMED OWNED JOINTLY WITH ADJOINING OWNERS.
- (b) Are there any party walls?
NO
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
NOTED
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
NO
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?
NO

Affectations

13. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
NO
14. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land? **NO**
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land? **NO**
 - (c) any latent defects in the property? **NO**
15. 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?
- (a-f) SO FAR AS VENDOR IS AWARE, NO**

16. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
SERVICES WILL BE AVAILABLE FOR CONNECTION FOLLOWING REGISTRATION OF PLAN OF SUBDIVISION AND COMPLETION OF WORK BY RELEVANT AUTHORITY

(b) If so, do any of the connections for such services pass through any adjoining land?
SO FAR AS VENDOR IS AWARE, NO

(c) Do any service connections for any other property pass through the property?
SO FAR AS VENDOR IS AWARE, NO

17. 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?
NO

Capacity

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

Requisitions and transfer

19. 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.
NOT APPLICABLE

20. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
NOTED

21. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
NOTED

22. The purchaser reserves the right to make further requisitions prior to completion.
THIS RIGHT IS NOT ADMITTED



FOLIO: 502/1265621

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
6/10/2021	4:27 PM	1	22/1/2021

LAND

LOT 502 IN DEPOSITED PLAN 1265621
AT LOUTH PARK
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1265621

FIRST SCHEDULE

VALHALLA INVESTMENTS PTY LTD

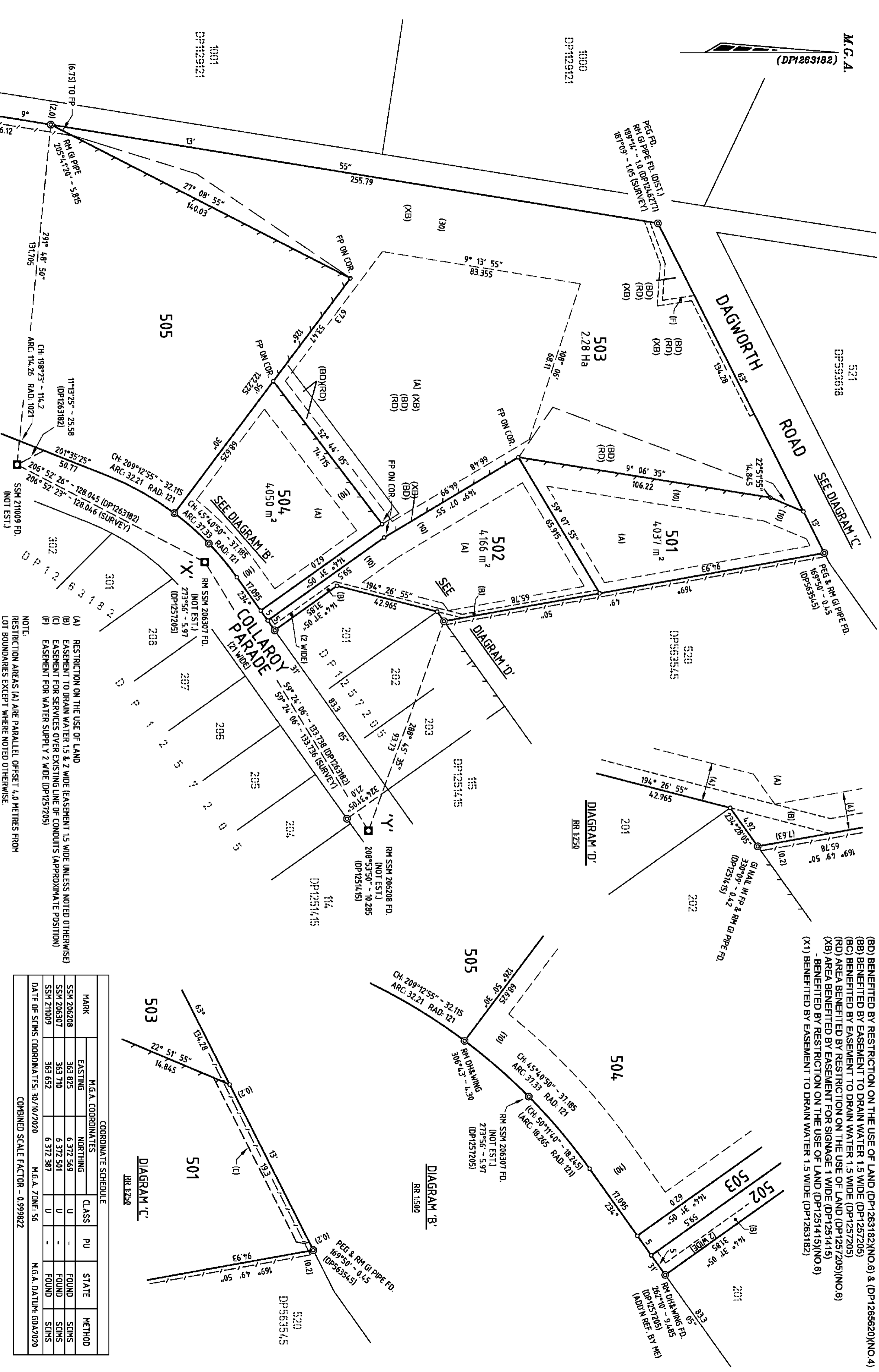
SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1251415 RIGHT OF CARRIAGEWAY 8 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 3 DP1257205 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 4 DP1265621 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE S.88B INSTRUMENT
- 5 DP1265621 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT
- 6 DP1265621 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT
- 7 DP1265621 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 8 DP1265621 EASEMENT TO DRAIN WATER 1.5 AND 2 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



NOTE:
RESTRICTION AREAS (A) ARE PARALLEL OFFSET 4.0 METRES FROM LOT BOUNDARIES EXCEPT WHERE NOTED OTHERWISE.

- (A) RESTRICTION ON THE USE OF LAND
- (B) EASEMENT TO DRAIN WATER 1.5 & 2 WIDE (EASEMENT 1.5 WIDE UNLESS NOTED OTHERWISE)
- (C) EASEMENT FOR SERVICES OVER EXISTING LINE OF CONDUITS (APPROXIMATE POSITION)
- (F) EASEMENT FOR WATER SUPPLY 2 WIDE (DP1251205)

(BD) BENEFITED BY RESTRICTION ON THE USE OF LAND (DP1263182)(NO.6) & (DP1265620)(NO.4)
 (BB) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (DP1257205)
 (BC) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (DP1257205)
 (RD) AREA BENEFITED BY RESTRICTION ON THE USE OF LAND (DP1257205)(NO.6)
 (XB) AREA BENEFITED BY EASEMENT FOR SIGNAGE 1 WIDE (DP1251415)
 (X1) BENEFITED BY RESTRICTION ON THE USE OF LAND (DP1251415)(NO.6)
 (X1) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (DP1263182)

COORDINATE SCHEDULE					
MARK	M.G.A. COORDINATES		CLASS	PU	METHOD
	EASTING	NORTHING			
SSM 206208	363 825	6 372 569	U	-	SCMS
SSM 206307	363 710	6 372 501	U	-	SCMS
SSM 21009	363 652	6 372 387	U	-	SCMS
DATE OF SCMS COORDINATES: 30/10/2020			M.G.A. ZONE: 56	M.G.A. DATUM: GDA2020	
COMBINED SCALE FACTOR - 0.999822					

SURVEYOR
Name: THOMAS F CAMPBELL
Date: 30/10/2020
Reference: 20375


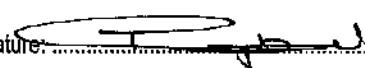

PLAN OF SUBDIVISION OF LOT 428 DP1265620

LGA: MAITLAND
Locality: LOUTH PARK
Reduction Ratio 1:1000
Lengths are in metres.


REGISTERED
7/01/2021

DP1265621

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  7/01/2021 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1265621</h1>	Office Use Only
PLAN OF SUBDIVISION OF LOT 428 DP1265620	LGA: MAITLAND Locality: LOUTH PARK Parish: MAITLAND County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, THOMAS F CAMPBELL of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 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 2017</i>, is accurate and the survey was completed on *(b) The part of the land shown in the plan (being excluding LOT 505) 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, 30/10/2020 the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'X' - 'Y' Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 6/11/2020 Surveyor Identification No: 8704 Surveyor registered under the <i>Surveying and Spatial information Act 2002</i> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation. DP 1246277 DP 1251415 DP 1257205 DP 1263182 DP 1265620	<p style="text-align: center;">Subdivision Certificate</p> I, BRET GARDINER *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: Maitland City Council Date of endorsement: 17.12.20 Subdivision Certificate number: 160032 File number: DA16 0032 * Strike through if inapplicable	
Statements of intention to dedicate public roads, create public reserves and drainage reserves; acquire/resume land.	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	
Surveyor's Reference: 20375		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
---------------------	-------------------------------------	-----------------------

Office Use Only	Office Use Only
Registered:  7/01/2021	<h1>DP1265621</h1>
PLAN OF SUBDIVISION OF LOT 428 DP1265620	
Subdivision Certificate number : 160032 Date of Endorsement : 17.12.20	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.


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

1. RESTRICTION ON THE USE OF LAND (A)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. EASEMENT TO DRAIN WATER 1.5 & 2 WIDE (B)
7. EASEMENT FOR SERVICES OVER EXISTING LINE OF CONDUITS (APPROXIMATE POSITION) (C)

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
501	324	DAGWORTH	ROAD	LOUTH PARK
502	28	COLLARROY	PARADE	LOUTH PARK
503	326	DAGWORTH	ROAD	LOUTH PARK
504	32	COLLARROY	PARADE	LOUTH PARK
505	34	COLLARROY	PARADE	LOUTH PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20375

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
Office Use Only Registered:  7/01/2021		Office Use Only <h1 style="text-align: center;">DP1265621</h1>
PLAN OF SUBDIVISION OF LOT 428 DP1265620		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.
Subdivision Certificate number : 160032 Date of Endorsement : 17.12.20		

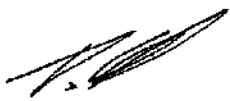
~~Executed by VALHALLA INVESTMENTS PTY LIMITED~~
 ABN 88 008 416 028 by:

.....
 Director

.....
 Director

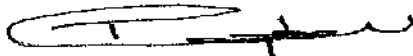
.....
 Name

.....
 Name



THOMAS WILFRED GOOD
 SIGNED UNDER POWER OF ATTORNEY
 REGISTERED 31/10/2019 BIC4767
 NO 334

WITNESSED BY:



THOMAS FRANK CAMPBELL
 260 MAITLAND ROAD
 MAYFIELD NSW 2304

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20375

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

ePlan Sheet 1 of 7

Plan: **DP1265621**

Plan of Subdivision of Lot 428 DP1265620
covered by Subdivision Certificate
No. *160032*
dated *17.12.20*

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

Valhalla Investments Pty Limited
(ABN 88 008 416 028)
PO Box 250
Newcastle NSW 2300

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Restriction on the Use of the Land (A)	501 to 504 inclusive	Maitland City Council
2	Restriction on the Use of the Land	501 to 504 inclusive	Maitland City Council
3	Restriction on the Use of the Land	503 & 504	Maitland City Council
4	Restriction on the Use of the Land	501, 502 & 504	503
5	Restriction on the Use of Land	501, 502 & 504	Maitland City Council
6	Easement to drain water 1.5 & 2 wide (B)	502	501, 503
7	Easement for services over existing line of conduits (approximate position) (C)	501	503

Part 2 (Terms)

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

- 1.1 No building shall be constructed outside the nominated building envelope being areas designated (A) on the Plan.



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

ePlan Sheet 2 of 7

Plan: **DP1265621**

Plan of Subdivision of Lot 428 DP1265620
covered by Subdivision Certificate
No. *160032*
dated *17.12.20*

- 1.2 Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;**
Maitland City Council for Lots burdened and benefited.

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

- 2.1** The subject site may be affected by mine subsidence as part of the site has been undermined in the past. It is the responsibility of the Lot owners to carry out any mine subsidence investigations prior to building on the site.
- 2.2 Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;**
Maitland City Council for Lots burdened and benefited.

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

- 3.1** Any Lots facing Louth Park and Dagworth Roads along the eastern boundary of the road and Lots with a width over 35m shall on the said boundary have fencing of post and wire and timber rail construction.
- 3.2 Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;**
Maitland City Council for Lots burdened and benefited.

4. Terms of Restrict on the Use of Land numbered 4 in the Plan

4.1 Dwelling House

- 4.1.1** No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 200m² exclusive of car accommodation, external landings and patios.
- 4.1.2** No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass or concrete treated with painted texture render.
- 4.1.3** No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colourbond. Untreated zincalume is prohibited.
- 4.1.4** No more than one main residential dwelling shall be erected on any lot burdened, nor are ancillary buildings to be used for residential accommodation.
- 4.1.5** No existing dwelling house or relocatable type dwelling or existing shed or relocatable type shed shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

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

ePlan Sheet 3 of 7

Plan: **DP1265621**

Plan of Subdivision of Lot 428 DP1265620
covered by Subdivision Certificate
No. *160032*
dated *17.12.20*

4.2 Fences

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

- a) (Road Boundary) Is erected on any road boundary that fence exceeds 1200mm in height or is constructed of materials other than rural style, post and three rails with or without wire mesh. The upper surface of the top rail being 1200mm high, the middle rail being 820mm high and the lower rail being 470mm high.
- b) (Road to building line) Is erected from the road boundary to the building line as fixed by the Maitland City Council is 1200mm high or is constructed in materials other than rural style post and two rails with wire mesh.
- c) (Other boundaries) Is constructed on a boundary behind the building line that exceeds 1800mm in height or is constructed of materials other than post and wire with wire mesh or post and rail and wire mesh.
- d) Is other than hard wood post and rails.
- e) Has rails other than dimensions of 30mm wide and 140mm high.

4.2.2 Fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not comprise sheet material such as colourbond, fibro cement or paling fences. This covenant does not preclude safety fencing associated with swimming pools.

4.2.3 No fence shall be erected on a lot burdened unless it is erected without expense to Valhalla Investments Pty Ltd, its successors and permitted assigns.

4.3 Ancillary Buildings

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

- a) It is situated at the rear of the dwelling house; and
- b) It has an internal floor area of less than 100 m².
- c) It is less than 4.5 metres in height.
- d) It is no more than one single structure (and only one outbuilding is permitted to be constructed upon the lot)

4.3.2 No shed, or other farm type outbuilding shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanised iron or similar material provided



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

ePlan Sheet 4 of 7

Plan: **DP1265621**

Plan of Subdivision of Lot 428 DP1265620
covered by Subdivision Certificate
No. *160032*
dated *17.12.20*

that new colourbond metal sheeting may be used in the external walls of a farm building where such colourbond metal sheeting has a low reflective index and is of earth tone colours.

4.4 Prohibited activities

- 4.4.1 No obnoxious, noisy or offensive occupation, boarding kennels, boarding facilities, trade or business shall be conducted or carried out on any lot burdened.
- 4.4.2 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.
- 4.4.3 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.
- 4.4.4 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.
- 4.4.5 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind at the rear of the dwelling house erected on the lot burdened.
- 4.4.6 No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.
- 4.4.7 No livestock shall be permitted to remain on the lot burdened.

4.5 Acknowledgement of Covenants

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

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

ePlan Sheet 5 of 7

Plan: **DP1265621**

Plan of Subdivision of Lot 428 DP1265620
covered by Subdivision Certificate
No. *160032*
dated *17.12.20*

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

4.6 Terms of Restriction on the Use of Land in the plan

4.6.1 The owner of each Burdened lot must not:-

- a) subdivide the Burdened lot if the subdivision would create a lot with an area that is less than 1,500 square metres; and
- b) subdivide the Burdened lot so as to create lots in a strata plan or community title scheme; and
- c) erect any habitable building on the Burdened lot outside the relevant building envelope for the lot designated A on the Plan.
- d) erect any more than one dwelling house on the Burdened lot.

4.7 Name of person or Authority empowered to release, vary or modify the Restrictions as to User in the Plan:

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

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

5.1 Any proposed dwelling on the burdened lot shall be single storey and constructed of materials and colours of neutral tones.

5.2 Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 5 in the plan:

Maitland City Council

6. Terms of Easement to Drain Water numbered 6 in the Plan

6.1 Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 6 in the plan:

The lots burdened and benefited, only with the consent of Maitland City Council

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

ePlan Sheet 6 of 7

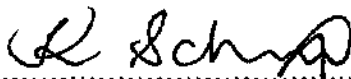
Plan: **DP1265621**

Plan of Subdivision of Lot 428 DP1265620
covered by Subdivision Certificate
No. *160032*
dated *17.12.20*

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

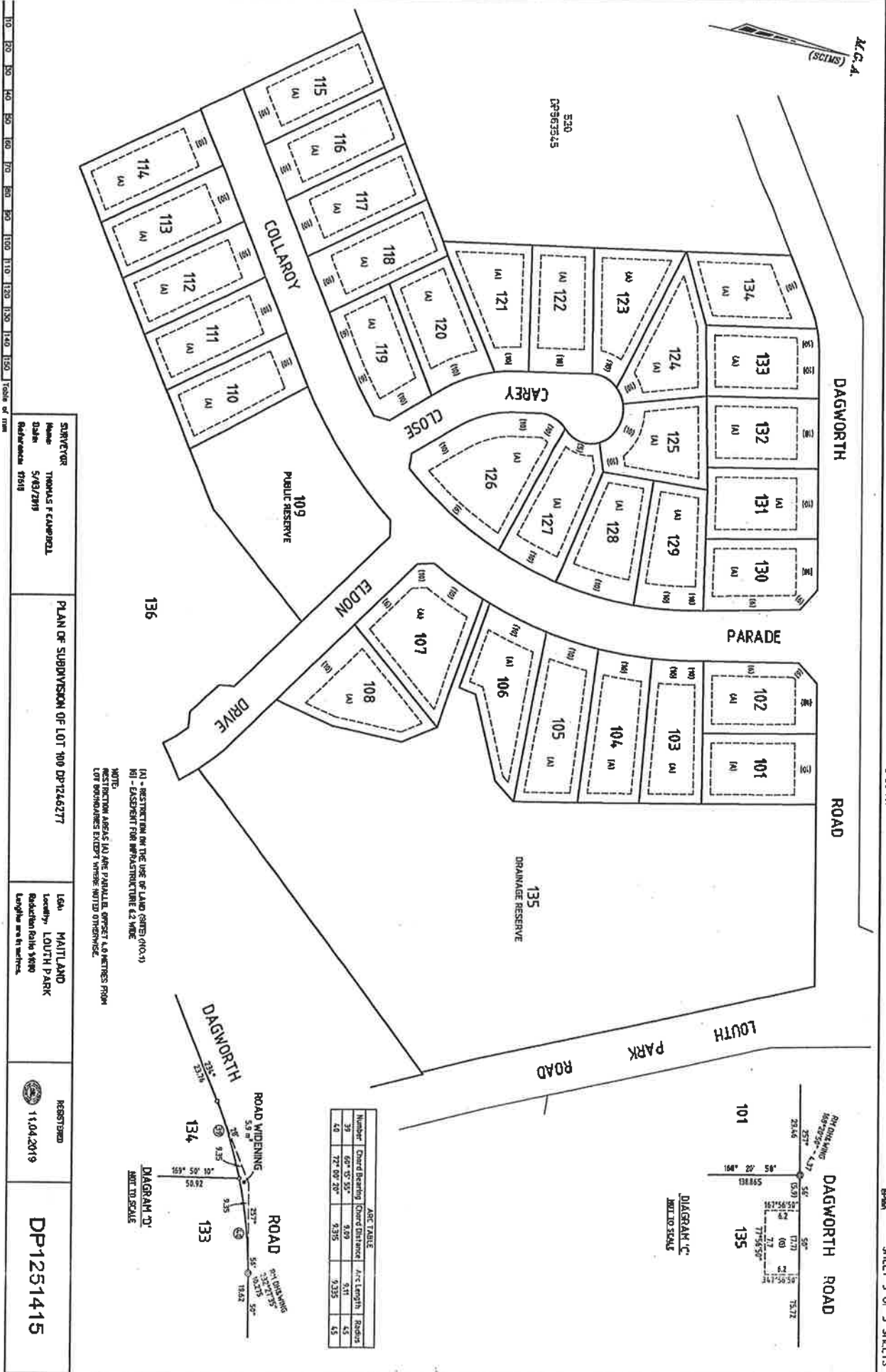
Signature of delegate 
Name of delegate **BRETT GARDINER**

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**



WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION



STRAVEYOR
 Name: THOMAS F CLAWSON
 Date: 5/8/2019
 Reference: 01018

PLAN OF SUBDIVISION OF LOT 100 DP1251415

Loc: MAITLAND
 Locality: LOUTH PARK
 Reduction Ratio: 1:5000
 Lengths are in metres.

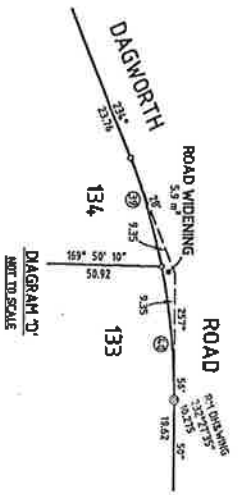
REGISTERED
 11.04.2019



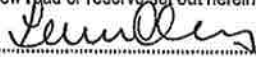
DP1251415

(N) - RESTRICTION ON THE USE OF LAND (RUL) (100-1)
 (M) - EASEMENT FOR INFRASTRUCTURE 4.2 MIDE
 NOTE:
 RESTRICTION AREAS IN ANE PARALLEL, OFFSET 4.0 METRES FROM
 LOT BOUNDARIES EXCEPT WHERE NOTED OTHERWISE.


ARC TABLE

Number	Chord Bearing	Chord Distance	Arc Length	Radius
39	60° 55' 55"	9.09	9.11	4.5
40	72° 00' 20"	9.315	9.335	4.5



PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Registered:  11.04.2019 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1251415</h1>	Office Use Only
PLAN OF SUBDIVISION OF LOT 100 DP1246277	LGA: MAITLAND Locality: LOUTH PARK Parish: MAITLAND County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, <u>THOMAS F CAMPBELL</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: *(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, of *(b) The part of the land shown in the plan (*being/excluding* <u>LOTS 101 TO 135 INCLUSIVE & CONNECTIONS</u>) 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 <u>5.12.19</u> the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'X' - 'Y' Type: *Urban*/Rural- The terrain is *Level-Undulating / *Steep-Mountainous- Signature:  Dated: <u>6/03/19</u> Surveyor Identification No: <u>8704</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation. DP1246277 DP1129126 DP563545 DP593618	<p style="text-align: center;">Subdivision Certificate</p> I, <u>Leanne Harris</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 105 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>Maitland City Council</u> Date of endorsement: <u>19.3.19</u> Subdivision Certificate number: <u>160032</u> File number: <u>DA 16-32</u> * Strike through if inapplicable	
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE COLLARROY PARADE, CAREY CLOSE, ELDON DRIVE AND THE ROAD WIDENINGS TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOT 109 TO THE PUBLIC AS PUBLIC RESERVE. IT IS INTENDED TO DEDICATE LOT 135 TO THE PUBLIC AS DRAINAGE RESERVE.	Signatures, Seals and Section 88B Statements should appear on <p style="text-align: center;">PLAN FORM 6A</p>	
Surveyor's Reference: 17618		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 5 sheet(s)

Office Use Only
 Registered:  11.04.2019

Office Use Only

DP1251415

**PLAN OF SUBDIVISION OF LOT 100
 DP1246277**

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.

Subdivision Certificate number : 160032
 Date of Endorsement : 19.3.19

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

1. RESTRICTION ON THE USE OF LAND (A)
2. EASEMENT TO DRAIN WATER 1.5 WIDE (B)
3. RIGHT OF ACCESS VARIABLE WIDTH (C)
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RIGHT OF CARRIAGEWAY 5.3 WIDE (D)
8. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 & 3.3 WIDE (E)
9. EASEMENT TO DRAIN WATER 2.5 WIDE (F)
10. EASEMENT FOR INFRASTRUCTURE 6.2 WIDE (G)
11. POSITIVE COVENANT 10 WIDE (H)
12. EASEMENT FOR SIGNAGE 1 WIDE (J)
13. RIGHT OF CARRIAGEWAY 8 WIDE (K)

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
101	348	DAGWORTH	ROAD	LOUTH PARK
102	346	DAGWORTH	ROAD	LOUTH PARK
103	3	COLLAROY	PARADE	LOUTH PARK
104	5	COLLAROY	PARADE	LOUTH PARK
105	7	COLLAROY	PARADE	LOUTH PARK
106	9	COLLAROY	PARADE	LOUTH PARK
107	1	ELDON	DRIVE	LOUTH PARK
108	3	ELDON	DRIVE	LOUTH PARK
109	2	ELDON	DRIVE	LOUTH PARK
110	15	COLLAROY	PARADE	LOUTH PARK
111	17	COLLAROY	PARADE	LOUTH PARK
112	19	COLLAROY	PARADE	LOUTH PARK
113	21	COLLAROY	PARADE	LOUTH PARK
114	23	COLLAROY	PARADE	LOUTH PARK
115	20	COLLAROY	PARADE	LOUTH PARK
116	18	COLLAROY	PARADE	LOUTH PARK
117	16	COLLAROY	PARADE	LOUTH PARK
118	14	COLLAROY	PARADE	LOUTH PARK
119	1	CAREY	CLOSE	LOUTH PARK
120	3	CAREY	CLOSE	LOUTH PARK

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
121	5	CAREY	CLOSE	LOUTH PARK
122	7	CAREY	CLOSE	LOUTH PARK
123	9	CAREY	CLOSE	LOUTH PARK
124	11	CAREY	CLOSE	LOUTH PARK
125	6	CAREY	CLOSE	LOUTH PARK
126	2	CAREY	CLOSE	LOUTH PARK
127	8	COLLAROY	PARADE	LOUTH PARK
128	6	COLLAROY	PARADE	LOUTH PARK
129	4	COLLAROY	PARADE	LOUTH PARK
130	344	DAGWORTH	ROAD	LOUTH PARK
131	342	DAGWORTH	ROAD	LOUTH PARK
132	340	DAGWORTH	ROAD	LOUTH PARK
133	338	DAGWORTH	ROAD	LOUTH PARK
134	336	DAGWORTH	ROAD	LOUTH PARK
135	350	DAGWORTH	ROAD	LOUTH PARK
136	314	DAGWORTH	ROAD	LOUTH PARK


If space is insufficient use additional annexure sheet

Surveyor's Reference: 17618

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:  11.04.2019 Office Use Only


PLAN OF SUBDIVISION OF LOT 100
DP1246277

DP1251415 Office Use Only

Subdivision Certificate number : 160032
Date of Endorsement : 19.3.19

- 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.




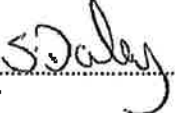

Executed by VALHALLA INVESTMENTS PTY LIMITED
ABN 88 008 416 028 by:


.....
Director
JOHN DUOLEY SADDINGTON
Name


.....
Director
DAVID LEES SADDINGTON
Name

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17618

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of $\frac{4}{5}$ sheet(s)
Registered:  11.04.2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 100 DP1246277		DP1251415
Subdivision Certificate number : <u>160032</u> Date of Endorsement : <u>19.3.19</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.
Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.		
Signed, sealed and delivered for: ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044 ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023 ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032 ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 Blue Asset Partner Pty Ltd ACN 615 217 493 on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4734 no. 368 at		
 Attorney	 Attorney	
NIGEL PETER JOHN LOWRY	TREVOR MARK ARMSTRONG	
..... Print Name Print Name	
I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]		I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]
 Attorney	 Attorney	
Sharon Lee Daley	Effie Dimitriou	
..... Print Name Print Name	
<u>570 GEORGE ST</u> <u>SYDNEY</u> Print Address	<u>570 GEORGE ST</u> <u>SYDNEY</u> Print Address	
# s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 17618		

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

Sheet 1 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated 19.3.19

Full Name and Address of the
Registered Proprietor of the Land

Valhalla Investments Pty Limited
(ABN 88 008 416 028)
PO Box 83
Broadmeadow NSW 2292

Part 1 (Creation)

Number of item shown in the Intention panel on the Plan	Identity of easement profit a prendre , restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Restriction on the Use of the Land (A)	Every lot except lots 109, 135 and 136	Maitland City Council
2	Easement to Drain Water 1.5 Wide (B)	101 103 104 105 123 122 121 133 132 131 130 114 113 112 111 110 109	102 101,102 101,102,103 101,102,103,104 & 106 124 124,123 124,123,122 134 133,134 132,133,134,125 131,132,133,134,125 Part of 136 Designated (XA) 114, Part of 136 designated (XA) 113,114, Part of 136 designated (XA) 112,113,114, Part of 136 designated (XA) 111,112,113,114, Part of 136 designated (XA) 110,111,112,113,114, Part of 136 designated (XA)
3	Right of Access variable width (C)	136	Maitland City Council
4	Restriction on the Use of the Land	101 to 134 inclusive	Maitland City Council
5	Restriction on the Use of the Land	101,102, 126, 128, 130 to 134 inclusive,107, 108,119	Maitland City Council

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

Sheet 2 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277 covered by Subdivision Certificate Number 160032 dated 19.3.19

PART OF LOT 136 DESIGNATED (XB)

6	Restriction on the Use of the Land	Every lot except lots 109, 135 and 136	All individual residential lots or registered proprietors of lots in the plan within 50 metres of the lot burdened
7	Right of Carriageway 5.3 Wide (D)	109	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
8	Easement for Electricity & Other Purposes 2 & 3.3 Wide (E)	109	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
9	Easement to Drain Water 2.5 Wide (F)	121	520/563545
10	Easement for Infrastructure 6.2 Wide (G)	135	Hunter Water Corporation ABN 46 228513 446
11	Positive Covenant 10 Wide (H)	Part of Lot 135 Designated (H)	Maitland City Council
12	Easement for Signage 1 Wide (J)	102 and 130	Maitland City Council PART OF LOT 136 DESIGNATED (XB)
13	Right of Carriageway 8 Wide (K)	135	All lots except 135

Part 2 (Terms)

1. Terms of easement, profit of prendre, restriction, or positive covenant numbered 1 in the Plan:

- 1.1 No building shall be constructed outside the nominated building envelope being areas designated (A) on the Plan.
- 1.2 Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 1 in the plan:

Maitland City Council

2. Terms of easement, profit of prendre, restriction, or positive covenant numbered 2 in the Plan:

- 2.1 Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 2 in the Plan:

The lots burdened and benefited, only with the consent of Maitland City Council

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

Sheet 3 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number

160032 dated 19.3.19

3. Terms of easement, profit of prendre, restriction, or positive covenant numbered 3 in the Plan:

3.1 Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 3 in the Plan:

The lots burdened, only with the consent of Maitland City Council

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

4.1 The subject site may be affected by mine subsidence as part of the site has been undermined in the past. It is the responsibility of the Lot owners to carry out any mine subsidence investigations prior to building on the site.

4.2 Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 4 in the Plan:

Maitland City Council

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

5.1 Lots facing Louth Park and Dagworth Roads along the eastern boundary of the road and Lots with a width over 35m shall on the said boundary ~~have fencing of post and wire and timber rail construction.~~ NOT BE FENCED WITH ANYTHING OTHER THAN POST AND WIRE AND TIMBER RAIL CONSTRUCTION

5.2 Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 5 in the Plan:

Maitland City Council

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

6.1 Dwelling House

6.1.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 200 m² exclusive of car accommodation, external landings and patios.

6.1.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass or concrete treated with painted texture render.

6.1.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective colorbond. Untreated zincalume is prohibited.

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

Sheet 4 of 12

Plan:
DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated **19.3.19**

6.1.4 No more than one main residential dwelling shall be erected on any lot burdened, nor are ancillary buildings to be used for residential accommodation.

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

6.2 Fences

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

a) (Road Boundary) Is erected on any road boundary that fence exceeds 1200mm in height or is constructed of materials other than rural style, post and three rails with or without wire mesh. The upper surface of the top rail being 1200mm high, the middle rail being 820mm high and the lower rail being 470mm high.

b) (Road to building line) Is erected from the road boundary to the building line as fixed by the Maitland City Council is 1200mm high or is constructed in materials other than rural style post and two rails with wire mesh.

c) (Other boundaries) Is constructed on a boundary behind the building line that exceeds 1800mm in height or is constructed of materials other than post and wire with wire mesh or post and rail and wire mesh.

d) Is other than hard wood post and rails.

e) Has rails other than dimensions of 30mm wide and 140mm high.

6.2.2 Fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not comprise sheet material such as colorbond, fibrous cement or paling fences. This covenant does not preclude safety fencing associated with swimming pools.

6.2.3 No fence shall be erected on a lot burdened unless it is erected without expense to Valhalla Investments Pty Ltd, its successors and permitted assigns.

6.3 Ancillary Buildings

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

a) It is situated at the rear of the dwelling house; and

b) It has an internal floor area of less than 100 m².

c) It is less than 4.5 metres in height.

6.3.2 No shed, or other farm type outbuilding shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanised iron or similar material provided that new colorbond metal sheeting may be used in the external walls of a farm

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

Sheet 5 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated **19.3.19**

building where such colorbond metal sheeting has a low reflective index and is of earth tone colours.

6.4 Prohibited activities

- 6.4.1 No obnoxious, noisy or offensive occupation, boarding kennels, boarding facilities, trade or business shall be conducted or carried out on any lot burdened.
- 6.4.2 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.
- 6.4.3 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.
- 6.4.4 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.
- 6.4.5 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind at the rear of the dwelling house erected on the lot burdened.
- 6.4.6 No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.

6.5 Acknowledgement of Covenants

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

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

6.6 Terms of Restriction on the Use of Land in the plan

- 6.6.1 The owner of each Burdened lot must not: -

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

Sheet 6 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated 19.3.19

- a) subdivide the Burdened lot if the subdivision would create a lot with an area that is less than 1,500 square metres; and
- b) subdivide the Burdened lot so as to create lots in a strata plan or community title scheme; and
- c) erect any habitable building on the Burdened lot outside the relevant building envelope for the lot designated A on the Plan.
- d) erect any more than one dwelling house on the Burdened lot.

6.7 Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 7 in the Plan:

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

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

- 7.1 A right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 together with the right to park vehicles upon the right of carriageway.

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

- 8.1 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.

9. Terms of easement, profit of prendre, restriction, or positive covenant numbered 9 in the Plan:

- 9.1 **Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 9 in the Plan:**

The lots burdened and benefited, only with the consent of Maitland City Council

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

Sheet 7 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated **19.3.19**

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

Part A

Definitions and interpretation

1 (a) The following terms have the following meanings:

Ancillary Works means works ancillary to the Infrastructure whether above, on or below ground.

Authorised Users means Hunter Water's:

- (i) agents;
- (ii) employees;
- (iii) successors and assigns which are authorised to carry out the functions under the *Hunter Water Act 1991*; and
- (iv) All other Persons authorised to act on its or their behalf to do all things reasonably necessary or appropriate to carry out its functions under the *Hunter Water Act 1991*

Burdened Owner means the owner for the time being of the Lot Burdened and any Person having an estate or interest in the Lot Burdened.

Easement Site means that part of the Lot Burdened shown as Easement for Infrastructure on any plan registered with the New South Wales Department of Lands.

Hunter Water means the owner of the Infrastructure and Ancillary Works, its successors and assigns.

Lot Burdened means the land over which the easement is granted.

Person includes a body corporate.

Infrastructure(s) means a pipeline or pipelines for the conveyance of water, recycled water whether above, on or below the ground and all associated apparatus and equipment and any ancillary works.

Part B

Easement for Infrastructure

2 Hunter Water and its Authorised Users may:

- (a) Construct, lay, maintain, repair, renew, cleanse, inspect, replace, divert or alter the position of any Infrastructure or any Ancillary Works in the Easement Site; and
- (b) Convey or permit the conveyance of water or recycled water through the Infrastructure within the Easement Site.

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

Sheet 8 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277

covered by Subdivision Certificate Number

160032

dated 19.3.19

Part C

General provisions of easement

- 3 For the purpose of exercising its rights under this easement, Hunter Water and its Authorised Users, may:
 - (a) enter the Lot Burdened, with or without vehicles, plant and equipment, for any purpose permitted by this easement.
 - (b) do anything reasonably necessary to obtain access to and pass along to the Easement Site.
 - (c) do anything reasonably necessary for the exercise of Hunter Water's rights under this easement.
- 4 The Burdened Owner acknowledges that ownership of any Infrastructure or other Ancillary Works located in the Easement Site remains with Hunter Water.
- 5 Hunter Water covenants with the Burdened Owner that:
 - (a) it will promptly repair the Infrastructure or any Ancillary Works on receiving your request to do so by the Burdened Owner;
 - (b) in exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened;
 - (c) it will procure that any damage caused to the surface of the Lot Burdened is restored as nearly as practicable to its original condition; and
 - (d) subject to its rights under this easement, it will procure that the Burdened Owner's reasonable use or occupation of the Lot Burdened is not impeded.
- 6 Subject to its foregoing rights under this easement, the Burdened Owner covenants with Hunter Water that it will not:
 - (a) do or allow anything which will interfere with, damage, or destroy the Infrastructure or will interfere with the effective operation of the Infrastructure or any Ancillary Work;
 - (b) obstruct Hunter Water in the exercise of its rights under this easement; or
 - (c) place any structures or improvements on the Easement Site without first seeking the consent in writing of Hunter Water which may be withheld in the absolute discretion of Hunter Water.

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

The area designated (H) in the Plan is to be maintained as an 'Asset Protection Zone' as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Service's document 'Standards for Asset Protection Zones'.

12. Terms of easement, profit of prendre, restriction, or positive covenant numbered 12 in the plan:

- 12.1 Full and free right for Valhalla Investments Pty Limited and its employees, assigns and agents to have an entrance feature erected within the easement and enter upon

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

Sheet 9 of 12

Plan:

DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated **19.3.19**

the land so designated to undertake repairs, maintenance and like services for the continued maintenance of the entrance feature.

12.2 Except for the entrance feature at the date of registration of this instrument, no fence, landscaping or structure of any kind may be erected within the area designated (J) on the plan without the written permission of Valhalla Investments Pty Limited.

13. Terms of easement, profit of prendre, restriction, or positive covenant numbered 13 in the Plan:

13.1 Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 13 in the Plan:

Maitland City Council

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

Signature of delegate

Leanne Harris

Name of delegate

Leanne Harris

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

Signature of Witness

[Signature]

Name of Witness

Patricia Stern

Address of Witness

285-287 High Street, Maitland

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

Plan:

DP1251415

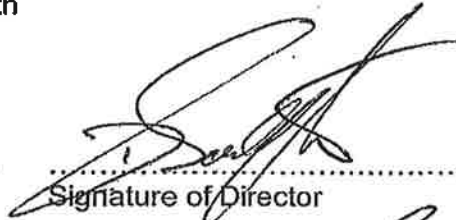
Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated **19.3.19**

**Executed by VALHALLA INVESTMENTS PTY LIMITED
(ABN 88 008 416 028) in accordance with
Section 127 of the Corporations Act.**



.....
Signature of Director

JOHN DUDLEY SADDINGTON



.....
Signature of Director

DAVID LEES SADDINGTON

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

SHEET 11 OF 12
~~Sheet 9 of 9~~

Plan:
DP1251415


Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated 19.3.19

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for:

ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493

on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4734 no. 366 at


.....
Attorney

NIGEL PETER JOHN LOWRY

.....
Print Name

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]

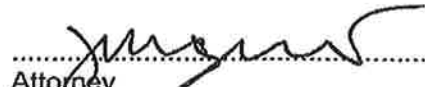

.....
Attorney

Sharon Lee Daley

.....
Print Name

570 GEORGE ST

Sydney
.....
Print Address


.....
Attorney

TREVOR MARK ARMSTRONG

.....
Print Name

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]


.....
Attorney

Effie Dimitriou

.....
Print Name

570 GEORGE ST

Sydney
.....
Print Address

s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

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

Sheet 12 of 12

Plan:
DP1251415

Plan of Subdivision of Lot 100 DP1246277
covered by Subdivision Certificate Number
160032 dated **19.3.19**

Executed by **HUNTER WATER CORPORATION**

SIGNED SEALED AND DELIVERED)
FOR AND ON BEHALF OF HUNTER)
WATER CORPORATION BY)
LAURA MARIE HAILS)
ITS DULY CONSTITUTED ATTORNEY)
PURSUANT TO POWER OF ATTORNEY)
REGISTERED Book. 4753 No. 921)




[Signature]
.....
Attorney Signature

[Signature]
.....
Witness Signature


MARK RAYMOND HICKET
.....
Name of Witness

36 HONEYSUCKLE DR
.....

NEWCASTLE
.....
Witness Address

PLAN FORM 6 (2018)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Office Use Only			Office Use Only		
Registered:  19.11.2019		DP1257205			
Title System: TORRENS					
PLAN OF SUBDIVISION OF LOT 136 DP1251415			LGA: MAITLAND Locality: LOUTH PARK Parish: MAITLAND County: NORTHUMBERLAND		
<p style="text-align: center;">Survey Certificate</p> <p>I, THOMAS F CAMPBELL of Dells Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 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, or</p> <p>*(b) The part of the land shown in the plan (being^{**} excluding LOT 231) 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 22/09/2019 the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: X-Y' Type: Urban/Rural- The terrain is *Level-Undulating / *Steep-Mountainous-</p> <p>Signature:  Dated: 5/10/2019 Surveyor Identification No: 8704 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>* 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.</small></p>			<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>		
<p style="text-align: center;">Subdivision Certificate</p> <p>I, DAVID SIMM *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 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:  Accreditation number: Consent Authority: Maitland City Council Date of endorsement: 4.11.19 Subdivision Certificate number: 160032 File number: DA16 0032</p> <p><small>* Strike through if inapplicable</small></p>					
Plans used in the preparation of survey/compilation. DP 1251415 DP 1248277			Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE CORDEAUX STREET, FRANKLIN WAY, STELLA AVENUE, AND THE EXTENSION OF COLLAROY PARADE TO THE PUBLIC AS PUBLIC ROAD.		
Surveyor's Reference: 17913			Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
----------------------------	--	-----------------------

<p style="text-align: right;">Office Use Only</p> <p>Registered:  19.11.2019</p> <p>PLAN OF SUBDIVISION OF LOT 136 DP1251415</p> <p>Subdivision Certificate number :160032..... Date of Endorsement :4.11.19.....</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 24pt;">DP1257205</p> <p>This sheet is for the provision of the following information as required:</p> <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.
--	--

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

1. RESTRICTION ON THE USE OF LAND (A)
2. EASEMENT TO DRAIN WATER 1.5 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. EASEMENT FOR WATER SUPPLY 2 WIDE (C)
8. RIGHT OF ACCESS 17 & 21 WIDE (D)

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


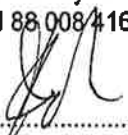
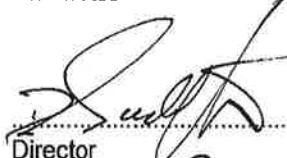
1. RIGHT OF ACCESS VARIABLE WIDTH (DP1251415)

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
201	26	COLLARROY	PARADE	LOUTH PARK
202	24	COLLARROY	PARADE	LOUTH PARK
203	22	COLLARROY	PARADE	LOUTH PARK
204	25	COLLARROY	PARADE	LOUTH PARK
205	27	COLLARROY	PARADE	LOUTH PARK
206	29	COLLARROY	PARADE	LOUTH PARK
207	31	COLLARROY	PARADE	LOUTH PARK
208	33	COLLARROY	PARADE	LOUTH PARK
209	26	CORDEAUX	STREET	LOUTH PARK
210	24	CORDEAUX	STREET	LOUTH PARK
211	22	CORDEAUX	STREET	LOUTH PARK
212	20	CORDEAUX	STREET	LOUTH PARK
213	18	CORDEAUX	STREET	LOUTH PARK
214	16	CORDEAUX	STREET	LOUTH PARK
215	14	CORDEAUX	STREET	LOUTH PARK
216	12	CORDEAUX	STREET	LOUTH PARK

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
217	10	CORDEAUX	STREET	LOUTH PARK
218	8	CORDEAUX	STREET	LOUTH PARK
219	6	CORDEAUX	STREET	LOUTH PARK
220	4	CORDEAUX	STREET	LOUTH PARK
221	4	ELDON	DRIVE	LOUTH PARK
222	3	CORDEAUX	STREET	LOUTH PARK
223	5	CORDEAUX	STREET	LOUTH PARK
224	7	CORDEAUX	STREET	LOUTH PARK
225	2	FRANKLIN	WAY	LOUTH PARK
226	11	CORDEAUX	STREET	LOUTH PARK
227	13	CORDEAUX	STREET	LOUTH PARK
228	15	CORDEAUX	STREET	LOUTH PARK
229	4	FRANKLIN	WAY	LOUTH PARK
230	3	FRANKLIN	WAY	LOUTH PARK
231	1	ELDON	DRIVE	LOUTH PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17913

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
Registered:  19.11.2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 136 DP1251415	DP1257205	
Subdivision Certificate number : 160032	<p>This sheet is for the provision of the following information as required:</p> <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 : 4.11.19		
<p>Executed by VALHALLA INVESTMENTS PTY LIMITED ABN 88 008 416 028 by:</p>		
 Director	 Director	
JOHN DUDLEY SADDINGTON Name	DAVID SADDINGTON Name	
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 17913		

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

Sheet 1 of 8

Plan:
DP1257205

Plan of Subdivision of Lot 136 DP1251415
 covered by
 Subdivision Certificate No **160032**
 Dated **4.11.19**

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

Valhalla Investments Pty Limited
 (ABN 88 008 416 028)
 PO Box 83
 Broadmeadow NSW 2292

Part 1 (Creation)

Number of Item shown in the Intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Restriction on the Use of the Land (A)	Part of Lots 201 to 230 inclusive	Maitland City Council
2	Easement to drain water 1.5 wide (B)	208 207 206 205 212 227 230 224	Part of Lot 231 designated BA Part of Lot 231 designated BA, 208 Part of Lot 231 designated BA, 208,207 Part of Lot 231 designated BA, 208,207,206 Part of Lot 231 designated BA, 208,207,206,205 Part of Lot 231 designated BB Part of Lot 231 designated BC Part of Lot 231 designated BC, 230
3	Restriction on the Use of the Land	201 to 230 inclusive	Maitland City Council
4	Restriction on the Use of the Land	220,223,224	Maitland City Council
5	Restriction on the Use of the Land	231	Maitland City Council
6	Restriction on the Use of the Land	Every lot except lot 231	Part of Lot 231 designated (BD)
7	Easement for Water Supply 2 wide (C)	231	1000/1129121, 9/76171 and 1/195261
8	Right of Access 17 & 21 wide (D)	231	Maitland City Council

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

Sheet 2 of 8

Plan:
DP1257205

Plan of Subdivision of Lot 136 DP1251415
covered by
Subdivision Certificate No **160032**
Dated **4.11.19**

Part 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Right of Access variable width (DP 1251415)	136/1251415	Maitland City Council

Part 2 (Terms)

1. Terms of easement, profit of prendre, restriction, or positive covenant numbered 1 in the Plan:

- 1.1 No building shall be constructed outside the nominated building envelope being areas designated (A) on the Plan.
- 1.2 **Name of person/authority empowered to release, vary or modify easement, restriction or positive covenant numbered 1 in the plan:**

Maitland City Council

2. Terms of easement, profit of prendre, restriction, or positive covenant numbered 2 in the Plan:

- 2.1 Easement to drain water ^{WIDE} 1.5_A designated (B) on the Plan.
- 2.2 **Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 2 in the plan:**

The lots burdened and benefited, only with the consent of Maitland City Council

3. Terms of easement, profit of prendre, restriction, or positive covenant numbered 3 in the Plan:

- 3.1 The subject site may be affected by mine subsidence as part of the site has been undermined in the past. It is the responsibility of the Lot owners to carry out any mine subsidence investigations prior to building on the site.
- 3.2 **Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 3 in the plan:**



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

Sheet 3 of 8

Plan: **DP1257205**
Plan of Subdivision of Lot 136 DP1251415
covered by
Subdivision Certificate No **160032**
Dated **4.11.19**

The lots burdened, only with the consent of Maitland City Council

4. Terms of easement, profit of prendre, restriction, or positive covenant numbered 4 in the Plan:

- 4.1 Lots with a width over 35m shall, on the said boundary, not be fenced with anything other than post and wire and timber rail construction.
- 4.2 **Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 4 in the plan:**

The lots burdened, only with the consent of Maitland City Council

5. Terms of easement, profit of prendre, restriction, or positive covenant numbered 5 in the Plan:

- 5.1 The floor level of dwellings being constructed will be not be less than the adopted Flood Planning Level ("FPL") or 500mm above the 1% Annual Exceedance Probability ("AEP") flood event or at a level otherwise approved by Maitland City Council.
- 5.2 **Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 5 in the plan:**

The lots burdened, only with the consent of Maitland City Council

6. Terms of easement, profit of prendre, restriction, or positive covenant numbered 6 in the Plan:

6.1 Dwelling House

- 6.1.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 200m² exclusive of car accommodation, external landings and patios.
- 6.1.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass or concrete treated with painted texture render.
- 6.1.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colourbond. Untreated zincalume is prohibited.
- 6.1.4 No more than one main residential dwelling shall be erected on any lot burdened, nor are ancillary buildings to be used for residential accommodation.

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

Sheet 4 of 8

Plan:

DP1257205

Plan of Subdivision of Lot 136 DP1251415
covered by
Subdivision Certificate No **160032**
Dated **4.11.19**

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

6.2 Fences

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

- a) (Road Boundary) Is erected on any road boundary that fence exceeds 1200mm in height or is constructed of materials other than rural style, post and three rails with or without wire mesh. The upper surface of the top rail being 1200mm high, the middle rail being 820mm high and the lower rail being 470mm high.
- b) (Road to building line) Is erected from the road boundary to the building line as fixed by the Maitland City Council is 1200mm high or is constructed in materials other than rural style post and two rails with wire mesh.
- c) (Other boundaries) Is constructed on a boundary behind the building line that exceeds 1800mm in height or is constructed of materials other than post and wire with wire mesh or post and rail and wire mesh.
- d) Is other than hard wood post and rails.
- e) Has rails other than dimensions of 30mm wide and 140mm high.

6.2.2 Fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not comprise sheet material such as colourbond, fibro cement or paling fences. This covenant does not preclude safety fencing associated with swimming pools.

6.2.3 No fence shall be erected on a lot burdened unless it is erected without expense to Valhalla Investments Pty Ltd, its successors and permitted assigns.

6.3 Ancillary Buildings

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

- a) It is situated at the rear of the dwelling house; and
- b) It has an internal floor area of less than 100 m².
- c) It is less than 4.5 metres in height.

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

Sheet 5 of 8

Plan:

DP1257205

Plan of Subdivision of Lot 136 DP1251415
covered by
Subdivision Certificate No **160032**
Dated **4.11.19**

6.3.2 No shed, or other farm type outbuilding shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanised iron or similar material provided that new colourbond metal sheeting may be used in the external walls of a farm building where such colourbond metal sheeting has a low reflective index and is of earth tone colours.

6.4 Prohibited activities

6.4.1 No obnoxious, noisy or offensive occupation, boarding kennels, boarding facilities, trade or business shall be conducted or carried out on any lot burdened.

6.4.2 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.

6.4.3 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.

6.4.4 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.

6.4.5 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind at the rear of the dwelling house erected on the lot burdened.

6.4.6 No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.

6.5 Acknowledgement of Covenants

6.5.1 The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.

6.5.2 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a subdivision and shall be enforceable against the proprietor of each and every lot from time to time so burdened.

6.5.3 The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the full extent permitted by law.



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

Sheet 6 of 8

Plan:

DP1257205

Plan of Subdivision of Lot 136 DP1251415
covered by
Subdivision Certificate No **160032**
Dated **4.11.19**

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

6.6 Terms of Restriction on the Use of Land in the plan

6.6.1 The owner of each Burdened lot must not:-

- a) subdivide the Burdened lot if the subdivision would create a lot with an area that is less than 1,500 square metres; and
- b) subdivide the Burdened lot so as to create lots in a strata plan or community title scheme; and
- c) erect any habitable building on the Burdened lot outside the relevant building envelope for the lot designated A on the Plan.
- d) erect any more than one dwelling house on the Burdened lot.

6.7 Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 6 in the plan:

The name of the person or entity having the power to release, vary or modify this Restriction on the use of land is Valhalla Investments Pty Ltd and if Valhalla Investments Pty Ltd no longer exists, or is not the registered proprietor of the land comprised in the plan of subdivision, then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

7. Terms of easement, profit of prendre, restriction, or positive covenant numbered 8 in the Plan:

7.1 Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 8 in the plan:

The lots burdened, only with the consent of Maitland City Council

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

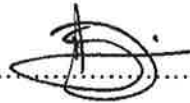
Sheet 7 of 8

Plan:
DP1257205

Plan of Subdivision of Lot 136 DP1251415
covered by
Subdivision Certificate No **160032**
Dated **4.11.19**

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

Signature of delegate



Name of delegate

DAVID SIMM

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



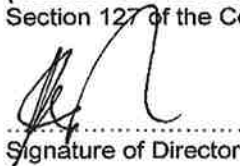
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE
CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND OR POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO 88B OF THE CONVEYANCING ACT 1919.**

Sheet 8 of 8

Plan:
DP1257205

Plan of Subdivision of Lot 136 DP1251415
covered by
Subdivision Certificate No 160032
Dated 4.11.19

Executed by VALHALLA INVESTMENTS PTY LIMITED
(ABN 88 008 416 028) in accordance with
Section 127 of the Corporations Act.


.....
Signature of Director


.....
Signature of Director

JOHN DUDLEY SADDINGTON **DAVID SADDINGTON**
.....
Name of Director Name of Director

Certificate No.: PC/2021/3322

Certificate Date: 10/10/2021

Fee Paid: \$53.00

Receipt No.: 1115743

Your Reference: 00330

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Infotrack ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	28 Collaroy Parade LOUTH PARK NSW 2320
PARCEL NUMBER:	101100
LEGAL DESCRIPTION:	Lot 502 DP 1265621

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

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

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

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

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

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

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

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

1. Local Environmental Plan (LEP)

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

Exhibited draft Local Environmental Plans

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

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

State Environmental Planning Policies

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

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

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

Draft State Environmental Planning Policies

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

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

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

2. Zoning and land use under relevant LEPs

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

R5 Large Lot Residential

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

R5 Large Lot Residential

a) Purpose/Objective

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities
- To minimise conflict between land uses within this zone and land uses within adjoining zones

b) Permitted with Consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Dual occupancies; Dwelling houses; Home-based child care; Home industries; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Roads; Tank-based aquaculture; Any other development not specified in item 2 or 4

c) Permitted without Consent

Home occupations

d) Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair

facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Exhibition villages; 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; Places of public worship; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies.

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

For the land zoned R5 Large Lot Residential the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

f) Critical Habitat

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

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

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

Complying development under the **Low Rise Medium Density Housing Code and Greenfield Housing Code** may not be carried out on the land as it is not within an applicable zone.

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

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

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

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

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

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

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

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

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

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

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

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

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

5. Coal Mine Subsidence Compensation Act 2017

The land is within a proclaimed Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. The approval of Subsidence Advisory NSW is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current or future mining. It is strongly recommended prospective purchasers consult with Subsidence Advisory NSW regarding mine subsidence and any surface development guidelines. The Board can assist with information about mine subsidence and advise whether existing structures comply with the requirements of the Act.

6. Road widening and road realignment

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

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

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

All land within the Maitland Local Government Area has the potential to contain acid sulfate soils. Clause 7.1 of the Maitland Local Environmental Plan 2011 generally applies. Development consent is required where works described in the

Table to this clause are proposed on land shown on the Maitland LEP 2011 Acid Sulfate Soils Map as being of the class specified for those works.

The Council has adopted 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 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.

7A. 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.

8. Land Reserved for Acquisition

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

9. Contribution Plans

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

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

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

9A. Biodiversity Certified Land

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

10. Biodiversity Stewardship Sites

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

10A. Native Vegetation clearing set asides

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

11. Bushfire Prone Land

The land is NOT identified as being bushfire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site Compatibility Certificate and Conditions for Seniors Housing**a) Site Compatibility Certificate**

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

b) Conditions of Development Consent since 11 October 2007

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

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

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

17. Site compatibility certificates and conditions for affordable rental housing

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

18. Paper subdivision information

There is no development plan that applies to the:

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

21. Affected building notices and building product rectification orders

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

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

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

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

Contaminated Land

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

David Evans
General Manager



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS

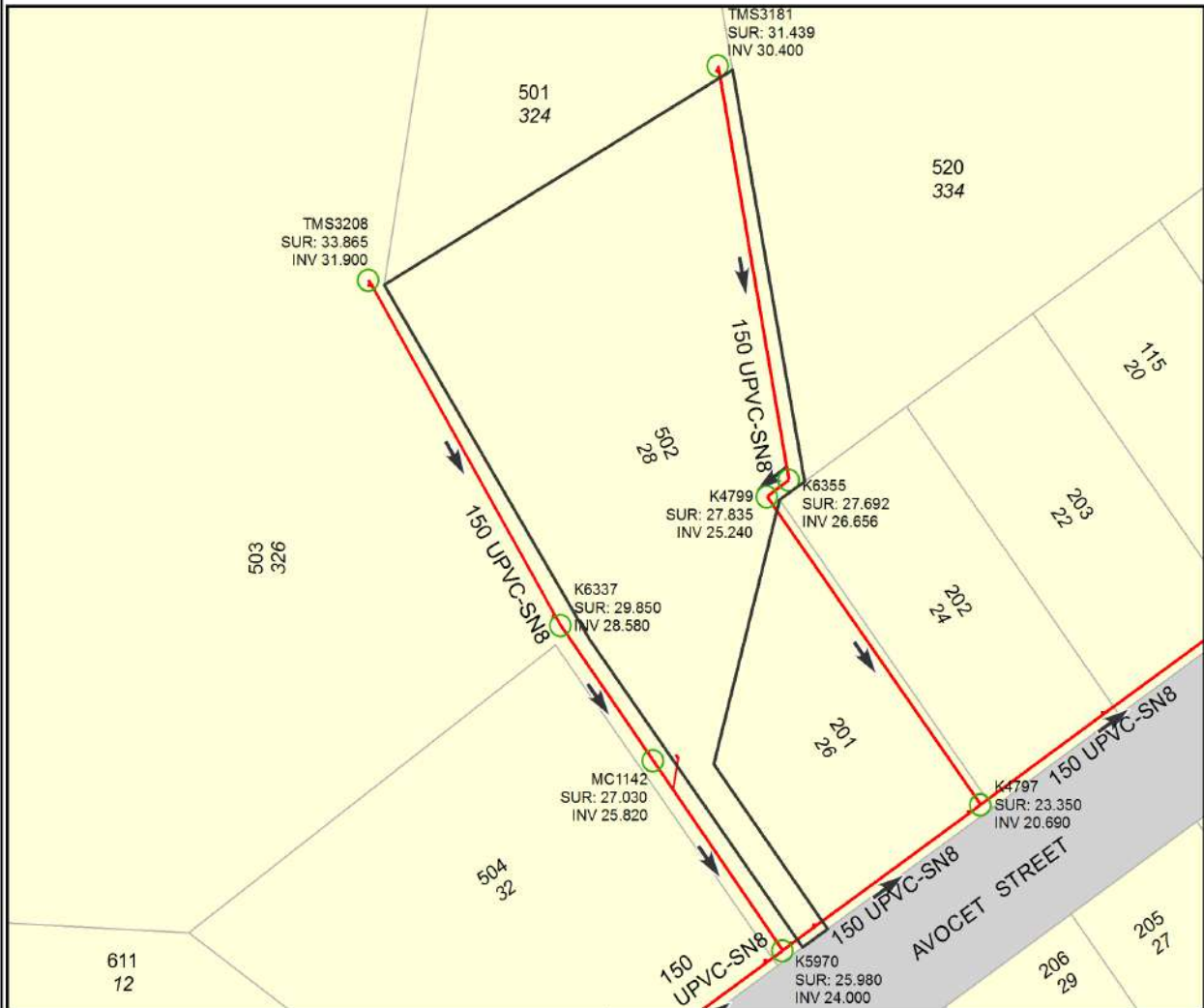


InfoTrack
28 COLLAROY
LOUTH PARK NSW

APPLICATION NO.: 1518664
APPLICANT REF: M 00330
RATEABLE PREMISE NO.: 9999913276

PROPERTY ADDRESS: 28 COLLAROY PDE LOUTH PARK 2320

LOT/SECTION/DP:SP: 502//DP 1265621



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

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

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

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

Date: 6/10/2021

Scale at A4: 1:1,000

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

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



Revenue

Enquiry ID 3580927
Agent ID 81429403
Issue Date 08 Oct 2021
Correspondence ID 1734216037
Your reference 00330

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1265621/502	63 COLLAROY PDE LOUTH PARK 2320	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.