

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Peters Real Estate</b> 475-477 High Street, Maitland, NSW 2320	<b>Phone: 4933 7855</b> <b>Fax: 4933 1120</b>
co-agent		
vendor	<b>Tomhil Developments Pty Ltd ACN 627 386 501 as trustee for Tomhil Developments Unit Trust ABN 82 133 912 034</b> 1 Hartley Drive, Thornton NSW 2322	
vendor's solicitor	<b>Tranter Lawyers</b> 341 High Street, Maitland NSW 2320	
date for completion	<b>See Special Condition 47</b>	(clause 15)
land (address, plan details and title reference)	<b>Proposed Lot _____, Farley Rise Stage 2, 59 Owlpen Lane, Farley, New South Wales 2320</b> <b>Unregistered Plan: Lot _____ in an unregistered plan DP 1280557 which is part of proposed Lot 100 in unregistered plan DP 1280556 which is part of Lot 5 Plan DP514629</b> <b>Part Folio Identifier 5/514629</b>	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> house <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	<b>Tranter Lawyers</b> <b>341 High Street, Maitland NSW 2320</b> <b>PO Box 534, Maitland NSW 2320</b>
price deposit balance	_____ (10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

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

**GST AMOUNT** (optional) The price includes GST of: \$  
 buyer's agent

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

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Bradley Stewart Everett</p> <p>_____</p> <p>Director</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p>

### Choices

Vendor agrees to accept a **deposit-bond**  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4) PEXA

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**Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

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

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

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

### GSTRW payment (GST residential withholding payment) – details

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

Supplier's name: **Tomhil Developments Pty Ltd ACN 627 386 501 as trustee for Tomhil Developments Unit Trust**

Supplier's ABN: **82 133 912 034**

Supplier's GST branch number (if applicable):

Supplier's business address: **C/- 1 Hartley Drive, Thornton NSW 2322**

Supplier's representative:

Supplier's contact phone number: **02 4933 7855**

Supplier's proportion of **GSTRW payment**: **\$0.00**

**If more than one supplier, provide the above details for each supplier.**

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): **\$0.00**

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 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 checked="" 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 checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input 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 checked="" 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 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input checked="" type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input checked="" type="checkbox"/> 60 Proposed Sewer Diagram
<b>Home Building Act 1989</b>	
<input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	
<b>Swimming Pools Act 1992</b>	
<input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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



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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
- 20.6.2 *served* if it is *served* by the *party* or the *party's* *solicitor*;
- 20.6.3 *served* if it is *served* on the *party's* *solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's* *solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
- 20.6.8 *served* if it is provided to or by the *party's* *solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

STAGE 2 OWLPEN LANE FARLEY NSW 2320

# Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

<b>VENDOR</b>	Tomhil Developments Pty Ltd ACN 627 386 501 as Trustee for Tomhil Developments Unit Trust ABN 82 133 912 034
<b>PROPERTY</b>	Stage 1, Proposed Lot 59 Owlpen Lane, Farley 2320

TITLE STRUCTURE					
Will the lot be a lot in a strata scheme?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Will the lot also be subject to a Strata Management Statement or Building Management Statement?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Will the lot form part of a community, precinct or neighbourhood scheme?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:			
DETAILS					
Completion	Subject to registration of Deposited Plan	Refer to clause(s):	Special Condition 47		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	Special Conditions 37.2 and 37.3
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Special Conditions 45 and 48		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA 19-707		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:	Maitland City Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Special Condition 37.4		

ATTACHMENTS <i>(s66ZM(2) of the Conveyancing Act 1919)</i>	
<b>The following prescribed documents are included in this disclosure statement <i>(select all that apply)</i>.</b>	
<input checked="" type="checkbox"/> draft plan	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement
<input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan	<input type="checkbox"/> draft community/precinct/neighbourhood/development contract
<input type="checkbox"/> proposed schedule of finishes	<input type="checkbox"/> draft strata management statement
<input type="checkbox"/> draft strata by-laws	<input type="checkbox"/> draft building management statement
<input type="checkbox"/> draft strata development contract	

## Additional Special Conditions

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### 33. Additional definitions and interpretation

#### 33.1 Additional Definitions

In addition to the definitions stated in clause 1 of the Printed Form, the following definitions apply to this Contract:

**Authority** means any government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the property.

**Claim** means any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.

**Land** means the land to be acquired by the purchaser as described on the front page of this contract.

**Minor Alteration** includes any of the following:

- (a) an alteration (whether required by the vendor, or by an Authority) which does not materially and detrimentally affect the construction of a dwelling house on the Land or which has been disclosed in this contract;
- (b) an alteration in the dimensions or area of the Land of:
  - (i) 5% or less in the area of the Land; or
  - (ii) 5% or less in the linear dimensions of the Land;
- (c) an alteration to the number or numbering of lots in the Plan; or
- (d) an alteration in respect of the dimensions, position, layout or omission of any lot other than the Land.

**Object** means delay or attempt to delay completion, make or assert a Claim, rescind or terminate this contract or attempt to rescind or terminate this contract or withhold or require a retention of all part of the price.

**Plan** means the plan to be Registered, generally in accordance with the draft plan of subdivision to create title for the Land (with or without any changes permitted under this contract), a copy of which is attached to this contract.

**Plan Instrument** means the instrument pursuant to section 88B of the *Conveyancing Act 1919 (NSW)* (if any) intended to be Registered with the Plan with or without any changes permitted under this contract, a copy of which is attached to this contract.

**Printed Form** means the New South Wales printed form of Contract for the sale and purchase of land 2018 edition that forms part of this contract.

**Property Information** means any documents and other information (in written form or otherwise):

- (a) relating to the Land; and
- (b) made available or disclosed to the purchaser by the vendor or vendor's representatives prior to the contract date, including any reports, information memorandum or other promotional material.

**Reference Schedule** means the schedule attached to this contract as **Schedule 1**.

**Registered** means registered by the registrar of titles (or has equivalent status) in the Land and Property Information NSW.

**Registered Restrictions** means the restrictions on use of land, easements and covenants registered or to be registered on the title to the Land.

**Registration** means the Plan has been approved by all relevant Authorities and Registered.

**Registration Sunset Date** means the date being eighteen (18) months after the date of this Contract.



**Special Conditions** means special conditions 33 to 53 of this contract.

### 33.2 Additional Interpretation

In this contract the following rules of interpretation apply in addition to clause 20 of the Printed Form:

- (a) headings are for convenience only and do not affect interpretation;
- (b) person includes an individual, the estate of an individual, a corporation, an Authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (d) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (e) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment or annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it;
- (f) a reference to a party includes the party's successors and permitted assigns;
- (g) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (h) includes in any form is not a word of limitation; and
- (i) a reference to \$ or dollar is to Australian currency.

### 34. Amendments to Printed Form

The Printed Form is amended as follows:

- (a) Clause 1 – delete the definition of deposit bond"
- (b) Clause 2.4 – delete the words "by giving cash (up to \$2,000) or"
- (c) Clauses 2.6, 2.7 and 2.9 are deleted
- (d) Clause 3 is deleted
- (e) Clause 6.1 – replace the words "(as to the property, the title or anything else and whether substantial or not)" with the words "(as to the property or the title of the Land)"
- (f) Clause 7.1.1 is deleted
- (g) Clause 10.1.8 – replace "substance" with "existence"
- (h) Clause 10.1.9 – replace "substance" with "existence"
- (i) Clause 16.7 delete the words "cash (up to \$2,000) or"
- (j) Clauses 23 to 29 (inclusive) are deleted.

### 35. Priority of Conditions

To the extent there is any inconsistency between any of the Special Conditions and the Printed Form, the Special Conditions prevail over the Printed Form.

### 36. Entire agreement

#### 36.1 No warranty, representation or reliance

The purchaser acknowledges and agrees that:

- (a) This contract represents the whole of the agreement reached between the parties and no other terms, conditions or covenants will be implied in this contract or arise between the parties by way of collateral or other agreements or by reason of any alleged warranty or representation given or made by one party to the other at the time of or prior to the execution of this contract;
- (b) It has not been induced to enter into this contract by any warranty or representation, verbal or otherwise, made by or on behalf of any other party which is not included in this contract; and
- (c) Despite the terms of this special condition, if any warranty or representation has been made by the vendor or its agent or representative, then the purchaser confirms, by execution of this contract, that the purchaser has placed no reliance on such warranty or representation in executing this contract.

### **36.2 No objection by purchaser**

Subject to any rights of the purchaser under any legislation which cannot be excluded, the purchaser must not object in respect of the matters dealt with in this special condition.

## **37. Registration of Plan**

### **37.1 Application of special condition**

This special condition 37 applies where the Land is a lot in an unregistered plan as at the contract date.

### **37.2 Contract conditional on registration of Plan**

- (a) This contract is conditional upon Registration occurring by the Registration Sunset Date.
- (b) The vendor must, at its cost, take reasonable steps to satisfy the condition in special condition 37.2(a) by the Registration Sunset Date.
- (c) The vendor must serve notice of Registration within a reasonable time after Registration occurs.

### **37.3 Extension of Registration Sunset Date**

The Vendor can serve a notice or notices extending the Registration Sunset Date ("Extended Registration Sunset Date") by the commensurate amount of delay incurred as a result of any of the following:

- (a) Inclement weather and any necessary dry out period;
- (b) Shortage of equipment or material necessary to complete the subdivision which could not have been reasonably foreseen by the Vendor;
- (c) An alteration to the subdivision works required by Council or other statutory authority or delay by Council or other statutory authority;
- (d) An act of God;
- (e) Any delay by any authority in providing the necessary approvals to the Vendor; or
- (f) Any event outside the reasonable control of the Vendor

provided that the Extended Registration Sunset Date cannot extend beyond six (6) months from the original Registration Sunset Date.

### **37.4 Rescission of contract**

- (a) If Registration does not occur by the Registration Sunset Date then either party may rescind this contract by serving a notice (**Rescission Notice**) at any time after 2 business days after the Registration Sunset Date and before notice of Registration is given by the Vendor.

- (b) If the vendor wishes to rescind this contract pursuant to special condition 37.4(a) the vendor must serve the Rescission Notice at least 28 days before the proposed rescission date and the Rescission Notice must specify why the vendor is proposing to rescind the contract and the reason for the delay in Registration.
- (c) The purchaser must after being served with the Rescission Notice under special condition 37.4(b) serve notice advising the vendor as to whether the purchaser consents to the rescission of the contract and in this regard, the purchaser must act reasonably and without delay.
- (d) Nothing in this special condition 37.3 precludes the vendor from applying to the Supreme Court of NSW for an order permitting the vendor to rescind this contract under special condition 37.4(a).
- (e) This contract is rescinded under special condition 37.4(b) if:
  - (i) the purchaser consents to the rescission;
  - (ii) the vendor has obtained an order of the Supreme Court of NSW permitting the vendor to rescind this contract under special condition 37.4(a); or
  - (iii) the *Conveyancing Act 1919 (NSW)* regulations otherwise permit the vendor to rescind the contract under special condition 37.4(a).
- (f) If this contract is rescinded pursuant to special conditions 37.4(a) and 37.4(b), the deposit will be refunded to the purchaser and neither party will have any further Claim against the other because of the rescission.

### **37.5 Alterations to Land, plans and plan instruments**

- (a) Subject to special condition 37.5(d)(i), the vendor may alter the Land, the Plan and the Plan Instrument or any of them in any way and the purchaser must not object in relation to the alteration.
- (b) The vendor may register any easement or other encumbrance over the Land which is:
  - (i) shown on the Plan or the Plan Instrument or which relates to matters disclosed or dealt with in this contract; or
  - (ii) subject to special condition 37.5(d)(ii), required by the Vendor, or by an Authority or otherwise in relation to the development of the Land, or the Vendor's surrounding land,
 and the purchaser must not object to such easements and other encumbrances.
- (c) The vendor can at any time serve notice if:
  - (i) the vendor makes or proposes to make an alteration to the Land, the Plan and the Plan Instrument or any of them; or
  - (ii) the vendor registers or proposes to register easements or other encumbrances over the Land other than easements or encumbrances shown on the Plan and/or the Plan Instrument or disclosed in this contract.
- (d) If:
  - (i) any alteration or proposed alteration to the Land, the Plan and the Plan Instrument or any of them is other than a Minor Alteration; or
  - (ii) a proposed easement or other encumbrance over the Land materially and detrimentally affects the construction of a dwelling house on the Land (other than easements or encumbrances shown on the Plan and/or the Plan Instrument or disclosed in this contract),

the purchaser may rescind by serving notice within 14 days after the earlier of:

- (A) the date the vendor serves notice of the alteration or proposed alteration; and
- (B) the date the vendor serves notice of Registration.

Time is of the essence under this special condition 37.5(d). The purchaser acknowledges and agrees that the purchaser's right to rescind under this special condition 37.5(d) will be the purchaser's sole remedy in relation to the matters referred to in special conditions 37.5(d)(i) and 37.5(d)(ii).

- (e) if the purchaser does not rescind under special condition 37.5(d) then:
  - (i) the purchaser is regarded as consenting to the alteration or the proposed alteration (whether or not it is a Minor Alteration) or the easements or other encumbrances (whether or not they materially and detrimentally affect the construction of a dwelling house on the Land); and
  - (ii) the purchaser unconditionally and irrevocably releases the vendor from all Claims the purchaser has or may have against the vendor arising out of or in connection with the matters referred to in special conditions 37.5(d)(i) and 37.5(d)(ii).

### **38. Property sold in present condition**

#### **38.1 Planning restrictions**

Without excluding, modifying or restricting the rights of the purchaser under section 52A(2)(B) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2010*, the property is sold subject to:

- (a) the Registered Restrictions; and
- (b) all other restriction on the use and development of the property including those that are imposed or prescribed by law or an Authority.

#### **38.2 Purchaser's acknowledgements**

The purchaser acknowledges and agrees that:

- (a) the purchaser has relied solely on the purchaser's own inspections and enquiries in relation to:
  - (i) the fitness or suitability of the property for any particular purpose of the purchaser including any financial return, income and investment potential of the property; and
  - (ii) the purchaser's rights and obligations under this contract;
- (b) the Property Information was made available to the purchaser by the vendor or the vendor's representatives on the express basis that no representation or warranty was made or given by the vendor or the vendor's representatives about the accuracy, currency, exhaustiveness or completeness of the Property Information and the purchaser has relied solely on the purchaser's own inspection and enquires in relation to the Property Information.

#### **38.3 No objection by purchaser**

Subject to any rights of the purchaser under any legislation which cannot be excluded, the purchaser must not object because of anything in connection with any of the matter's referred to in special conditions 38.1 or 38.2.

### **39. Adjustments to price**

#### **39.1 Council and water rates**

For the purposes of clause 14 of the Printed Form, if by completion of this contract, a separate assessment of council rates or water and sewerage rates has not issued for the property for the rating year current at completion (in respect of council rates) or the rating period current at completion (in respect of water and sewerage rates) then:

- (a) on completion, adjustments for those rates will be made on the amounts referred to in the Reference Schedule on a paid basis with a purchaser allowance for the period from the date of completion until the end of the rating period;
- (b) the parties are not required to make any further adjustments of council rates or water and sewerage rates when a separate assessment issues for those rates; and
- (c) the purchaser will pay the actual separate assessment for those rates for the relevant rating year or period (as applicable) if and when they issue.

#### **39.2 Parent title land tax and periodic outgoings**

Where any council rates, water and sewer rates, land tax, charges or other periodic outgoings in respect of the Land for the rating year or period current at completion (or any prior rating year or period) have been assessed on the title of any land that includes the Land (**Parent Title**) but have not been separately assessed for the Land, the vendor undertakes to pay those assessments on or before the due date for payment and the purchaser cannot object, require the vendor to pay those assessments on or before completion or require the vendor to remove any charge on the Parent Title for any rate, tax, charge or periodic outgoing on or before completion.

### **40. Agent**

The purchaser warrants that they were not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all Claims and expenses for the defence and determination of such a Claim made against the vendor as a result of the breach of this warranty by the purchaser. This right continues after completion.

### **41. Agent Declares Interest**

The Vendor declares that the Agent has an interest in the subject property and the Purchaser acknowledges such declaration.

### **42. Caveat**

- (a) The purchaser must not lodge a Caveat for recording on the Folio of the Registration for the Land or any part of the Land prior to the registration of the Plan.
- (b) The Purchaser must not lodge a Priority Notice for recording on the Folio of the Register of the Land or any part of the Land prior to the registration of the Plan.

### **43. Cooling-Off Period**

The Purchaser's cooling off period in accordance with Section 66X of the Conveyancing Act 1919 is extended from ten (10) business days to (15) business days.

**44. Deposit**

The deposit may be paid by instalments as follows:-

- (a) as to 0.25% of the purchase price on the making of this Contract;
- (b) as to 9.75% of the purchase price at any time before the expiry of the cooling off period.

**45. Late Completion**

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Date for Completion then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of eight per cent (8%) per annum calculated on daily balances, commencing on the Date for Completion and continuing until actual completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

**46. Deleted****47. Completion**

The due date for completion of this agreement will be the latter of:

- (a) 28 days from the date hereof; and
- (b) 21 days from the date the Vendor serves on the purchaser a copy of:
  - (i) the registered plan; and
  - (ii) any other document that was registered with the plan.

**48. Notice to Complete**

- (a) Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by either party to the other party under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- (b) In the event that the vendor issues a Notice to Complete pursuant to special condition 48(a) then the purchaser agrees to pay the sum of \$330.00 (inclusive of GST) to the vendor's solicitor on completion to reimburse the vendor for the cost of issuing the notice to complete. This special condition does not affect the vendor's rights against the purchaser to recover any other damages.

**49. Hunter Water Corporation**

The vendor discloses that Hunter Water Corporation will not provide a Sewerage Service Diagram for the subject property and the purchaser cannot make any objection, requisition, claim for compensation, rescind or terminate in respect to such disclosure.

**50. Requisitions on Title**

- (a) For the purpose of clause 5.1 the form of requisitions about the property or title will be in the form of the requisitions attached hereto.
- (b) The purchaser will be deemed to have made the requisitions on title attached to this contract and the replies attached to this contract will be deemed to be the vendor's replies.

- (c) Nothing in this special condition prevents the vendor from amending the replies prior to completion.

### **51. Joint Services**

No objection requisition or Claim for compensation will be made by the Purchaser in respect to any gas, electricity or telephone service or connections to the property or because any such services are joint services to any other land or pass through any other land or because any similar services or connection for any other land pass through the property nor will the Vendor be required to establish any easement right or privilege in respect to any such services.

### **52. Foreign Investment Review Board**

The purchaser warrants that the purchaser is ordinarily a resident in Australia and that no approvals are required from the Government of Australia and/or the Reserve Bank of Australia and/or the Foreign Investment Review Board to enable the Purchaser to complete this Agreement. The Purchaser hereby agrees to indemnify and keep indemnified the Vendor from and against any loss, damages, penalty, fine interest, costs and expenses incurred by the Vendor by reason of a breach of this warranty. The provisions of this special condition will not merge on completion.

### **53. Capacity**

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this special condition not been included, if either party (and if more than one person comprises that other party then any one of them) prior to completion:

- (a) dies or becomes mentally ill, then either party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- (b) a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

### **54. Guarantee**

- (a) This special condition applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange.
- (b) The word guarantor means \_\_\_\_\_ and \_\_\_\_\_
- (c) In consideration of the vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the vendor:
- (i) payment of all money payable by the purchaser under this Contract; and
- (ii) the performance of all of the purchaser's other obligations under this Contract.
- (d) The guarantor:
- (i) 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
- (ii) must pay on demand any money due to the vendor under this indemnity.
- (e) The guarantor is jointly and separately liable with the purchaser to the vendor for:
- (i) the performance by the purchaser of its obligations under this Contract; and

- (ii) 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.
- (f) 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 special condition.
- (g) If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this special condition.
- (h) The guarantor's obligations under this special condition are not released, discharged or otherwise affected by:
  - (i) the granting of any time, waiver, covenant not to sue or other indulgence;
  - (ii) the release or discharge of any person;
  - (iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
  - (iv) 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;
  - (v) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - (vi) the winding up of the purchaser.
  - (vii) This special condition binds the guarantor and the executors, administrators and assigns of the guarantor.
- (i) This special condition operates as a Deed between the vendor and the guarantor and is executed by the relevant parties on the Execution Pages at the end of these Special Conditions.

EXECUTED as a Deed.

**Signed sealed and delivered by Name of Individual**  
in the presence of:

.....  
Signature of witness

.....  
Name of Individual

.....  
Name of witness (BLOCK LETTERS)

.....  
Address of witness (BLOCK LETTERS)

**Signed sealed and delivered by Name of Individual**  
in the presence of:

.....



.....  
Signature of witness

.....  
Name of Individual

.....  
Name of witness (BLOCK LETTERS)

.....  
Address of witness (BLOCK LETTERS)

(j)

**Schedule 1 – Reference Schedule**

<b>Council Rates Adjustment</b>	\$1,500.00 per annum
<b>Water Rates adjustment</b>	\$100.00 per four months

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

**Vendor:**  
**Purchaser:**  
**Property:** 59 Owlpen Lane, Farley  
**Dated:**

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### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.

15. Is the Vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
- (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (c) Has the Vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has the Vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
- (ii) when was the building work completed?
- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
17. (a) 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?
- (b) Is there any planning agreement or other arrangement referred to in s7.4 of the *Environmental Planning and Assessment Act*, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
19. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the Purchaser on completion.
- (d) Is the Vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the Vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

**Affectations/Benefits**

20. (a) Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
- (i) whether there are any existing breaches by any party to it;
- (ii) whether there are any matters in dispute; and
- (iii) whether the licensor holds any deposit, bond or guarantee
- (b) In relation to such licence:
- (i) all licence fees and other moneys payable should be paid up to and beyond the date of completion;

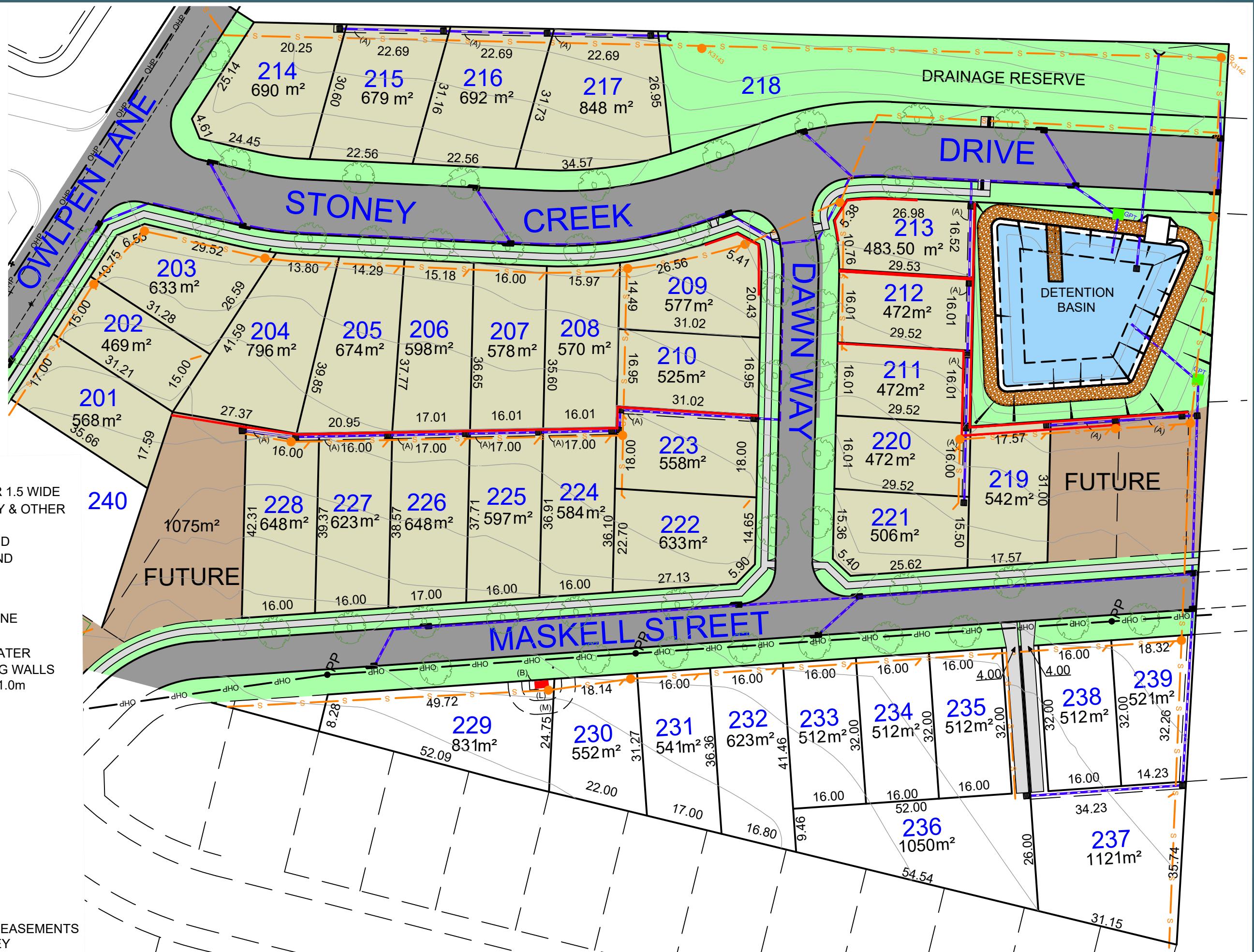
- (ii) the Vendor must comply with all requirements to allow the benefit to pass to the Purchaser.
21. Is the Vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement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

**Capacity**

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

**Requisitions and Transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the Purchaser at least 7 days prior to completion.
27. The Vendor should furnish completed details within the time specified in the contract, sufficient to enable the Purchaser to make any RW payment.
28. 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.
29. 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.
30. Searches, surveys, enquiries and inspections of title deeds must prove satisfactory.
31. The Purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as the completion date.



**LEGEND:**

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (L) RESTRICTION ON USE OF LAND
- (M) RESTRICTION ON USE OF LAND

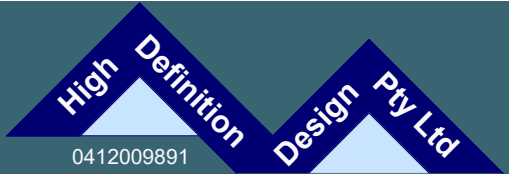
- POWER POLES
- POWER SUBSTATION
- OVERHEAD POWER LINE
- SEWER
- PROPOSED STORMWATER
- PROPOSED RETAINING WALLS
- CONTOUR INTERVAL 1.0m

- KERB INTEL PIT
- STORMWATER PIT
- SEWER MAINHOLE
- STREET TREES
- EXISTING
- FUTURE
- STAGE 2 AND 3

**NOTE:**  
ALL DIMENSIONS, AREAS AND EASEMENTS ARE SUBJECT TO FINAL SURVEY

TITLE: PROPOSED SUBDIVISION OF LOT 1506 DP1141535  
OLW PAN LANE FARLEY  
MARKETING PLAN

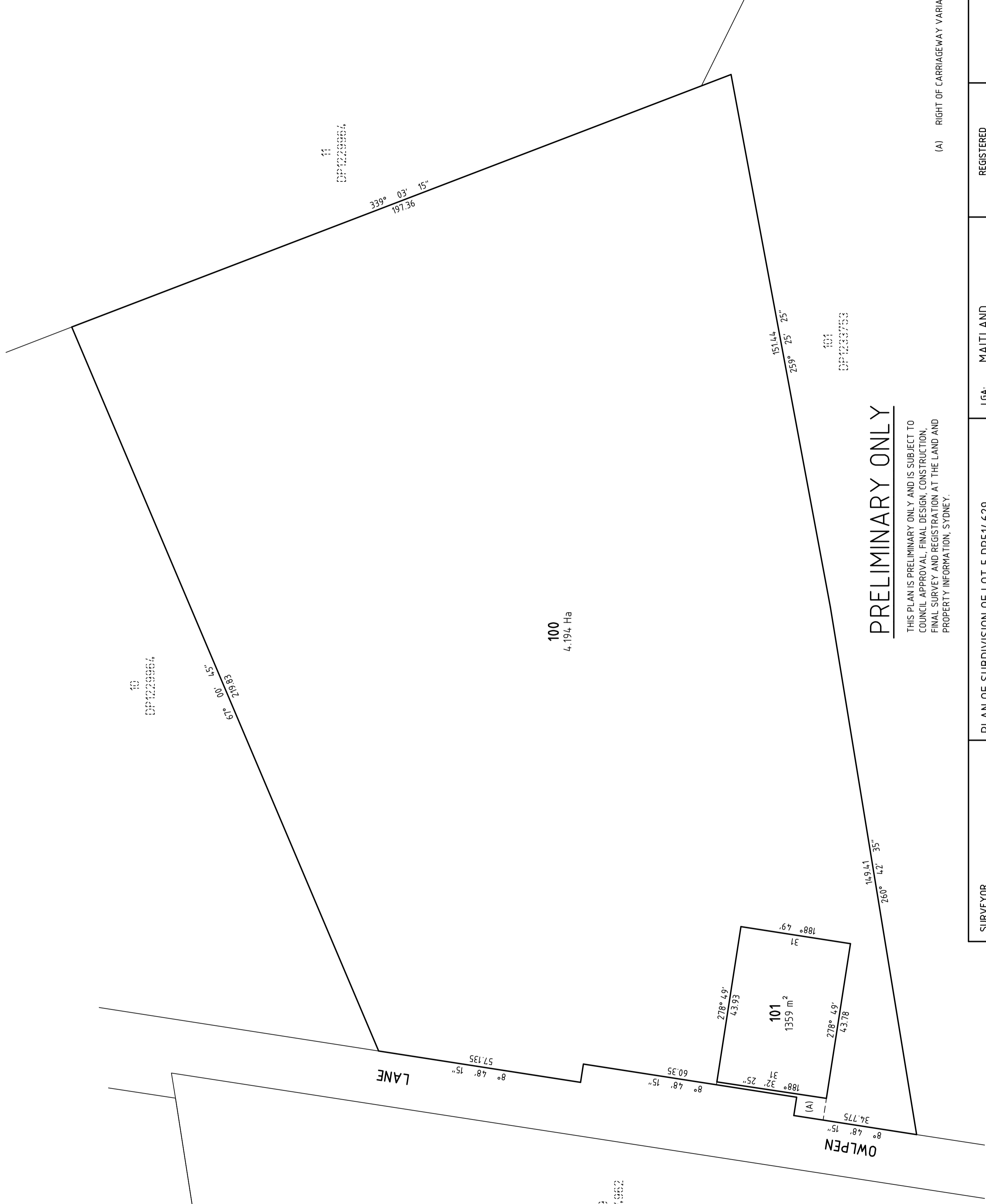
**STAGE 2 AND 3**



0412009891

Date:	10.02.2021	Scale:	1:800	Designed:	KU	Project No:	HD221
Cad Ref:	HD221 Stage 2 Marketing plan r7					Drawing No:	ST 2/3
No	Amendment	Drawn	Date			Revision	7
7	AMEND LOT 229	KU	24.02.24				
6	AMEND LOT 201, 204 AND 229	KU	11.03.22				
5	AMEND LOT 201, 204 and 229	KU	03.03.22				

M.G.A.  
(SCMS)



### PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.

(A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH

<p><b>SURVEYOR</b> Name: THOMAS F CAMPBELL Date: Reference: 18559(1)_DP(Draft)_R1_211215</p>	<p>PLAN OF SUBDIVISION OF LOT 5 DP514629</p>	<p>LGA: MAITLAND Locality: FARLEY Reduction Ratio 1:750 Lengths are in metres.</p>	<p>REGISTERED</p>	<p><b>DP1280556</b></p>
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<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p> <h2 style="text-align: center; border-bottom: 1px solid black;">PRELIMINARY ONLY</h2> <p style="font-size: small;">THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.</p>
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<h3>PLAN OF SUBDIVISION OF LOT 5 DP514629</h3>	<p>LGA: MAITLAND</p> <p>Locality: FARLEY</p> <p>Parish: HEDDON</p> <p>County: NORTHUMBERLAND</p>
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<p style="text-align: center;">Survey Certificate</p> <p style="text-align: center;"><b>THOMAS F CAMPBELL</b></p> <p>I, .....  of <u>Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304</u>  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on ....., or</p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding ** .....</del>  <del>.....)  was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or</del></p> <p><del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: ..... 'X' - 'Y' .....</p> <p>Type: *Urban/*<del>Rural</del></p> <p>The terrain is *Level-Undulating / *<del>Steep-Mountainous</del>.</p> <p>Signature: ..... Dated: .....</p> <p>Surveyor Identification No: ..... <b>8704</b> .....</p> <p>Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p style="font-size: x-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.</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: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>
---	---

<p style="text-align: center;">Subdivision Certificate</p> <p>I, .....  *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of section 6.15 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: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p style="font-size: x-small;">* Strike through if inapplicable</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 514629</p>
--	--

<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	<p>Signatures, Seals and Section 88B Statements should appear on  <b>PLAN FORM 6A</b></p>
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Office Use Only

Office Use Only

Registered:

**PRELIMINARY ONLY**

**PLAN OF SUBDIVISION OF  
LOT 5 DP514629**

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.

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 : .....

Date of Endorsement : .....

SCHEDULE OF STREET ADDRESSES

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
100				FARLEY
101				FARLEY

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

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (A)

EXECUTED by

TOMHIL DEVELOPMENTS PTY LTD )  
(ACN 627 386 501) )  
in accordance with Section 127 of )  
the Corporations Act )

.....  
Signature:

.....  
Signature:

.....  
Name:

.....  
Name:

.....  
Position:

.....  
Position:

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

# PRELIMINARY ONLY

## PLAN OF SUBDIVISION OF LOT 5 DP514629

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.

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 : .....

Date of Endorsement : .....

EXECUTED by

NATIONAL AUSTRALIA BANK LIMITED )

If space is insufficient use additional annexure sheet

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

(Sheet 1 of 3 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629  
covered by Subdivision Certificate  
dated

**Full name and address of the owner of the land:** TOMHIL DEVELOPMENTS PTY LTD  
(ACN 627 386 501)  
1 Hartley Drive  
Thornton NSW 2322

**PART 1 - CREATION**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.</b>	<b>Burdened lot(s) or parcel:</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1	Right of carriageway variable width (A)	100	101

**PART 2 – TERMS**

**1. Name of the person or authority empowered to release, vary or modify the right of carriageway firstly referred to in the abovementioned plan:**

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

**Executed by:**

**TOMHIL DEVELOPMENTS PTY LTD** )  
**(ACN 627 386 501)** )  
in accordance with Section 127 of the )  
Corporations Act )

.....  
Signature

.....  
Signature

.....  
Name

.....  
Name

.....  
Position

.....  
Position

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

(Sheet 2 of 3 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629  
covered by Subdivision Certificate  
dated

**Executed by:**

**NATIONAL AUSTRALIA BANK LIMITED**

DRAFT

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

(Sheet 3 of 3 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629  
covered by Subdivision Certificate  
dated

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

)  
)  
)  
)

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

.....  
Signature of delegate

.....  
Signature of witness

.....  
Name of delegate (BLOCK LETTERS)

.....  
Name of witness

.....

.....  
Address of witness

DRAFT



M.C.A.  
(SCJMS)

SEE DIAGRAM 'B'  
SHEET 2

SEE  
DIAGRAM  
'A'

DIAGRAM 'A'  
N.T.S.

- (D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15 WIDE
- (E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE
- (F) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15 WIDE
- (H) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE
- (J) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15 WIDE & VARIABLE
- (K) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH
- (N) EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE

SURVEYOR  
Name: THOMAS F CAMPBELL  
Date:  
Reference: 18559(2)

PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
EASEMENTS WITHIN LOT 2 DP1209700, LOT 238  
DP1270567 & LOT 1101 DP1286188

LGA: MAITLAND  
Locality: FARLEY  
Reduction Ratio 1:1500  
Lengths are in metres.

REGISTERED

**DP1280557**

M.G.A.

(SCIMS)

SHORT LINE & ARC TABLE				
Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	73°42'40"	11.09	11.105	60
2	238°22'10"	27.895	28.04	80
3	227°32'20"	2.205	2.205	80
4	57°34'50"	26.495	26.65	70.5
5	63°16'20"	8.865	8.875	49.5
6	149°16'10"	10.765	10.785	47
7	156°26'10"	0.97	0.97	47
8	151°13'10"	6.07	6.08	30
9	52°36'45"	20.635	20.67	101
10	63°01'45"	16.04	16.055	101
11	67°59'50"	1.455	1.455	101
12	70°27'45"	5.8	5.805	81
13	75°45'50"	9.18	9.185	81

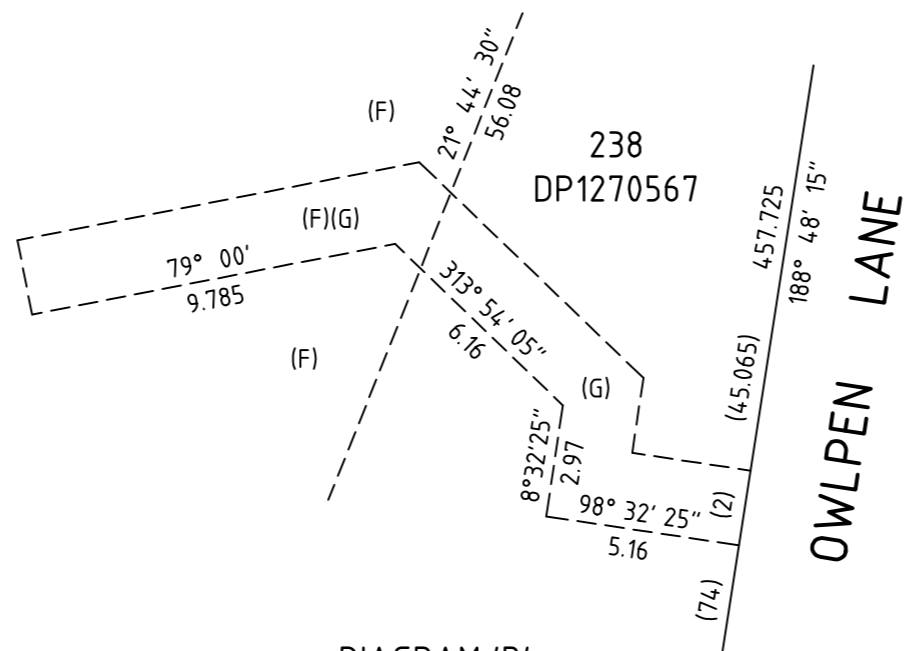
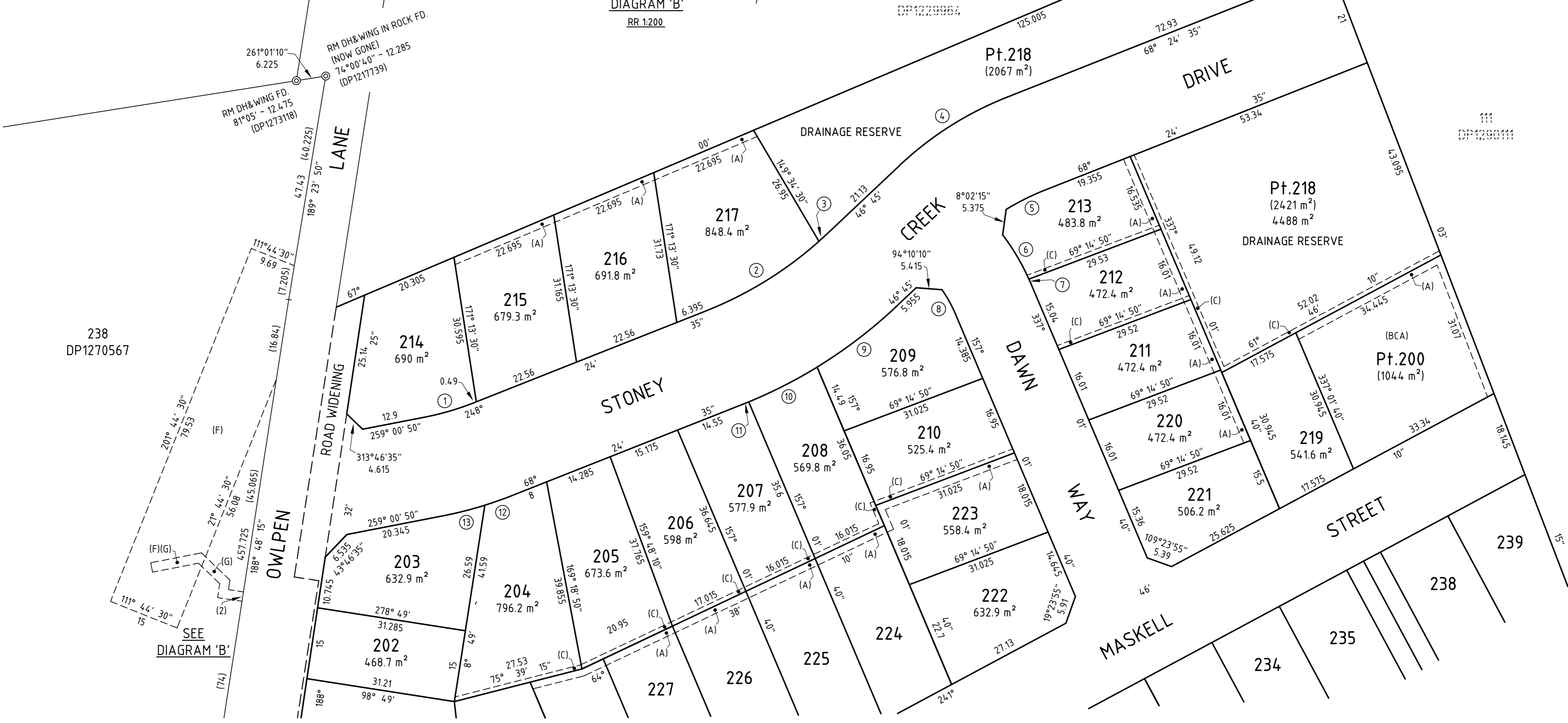


DIAGRAM 'B'  
RR 1:200



SHEET

3

ADJOINS

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (C) EASEMENT FOR SUPPORT 0.9 WIDE
- (F) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15 WIDE
- (G) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE

SURVEYOR  
Name: THOMAS F CAMPBELL  
Date:  
Reference: 18559(2)

PLAN OF SUBDIVISION OF LOT 5 DP514629 & EASEMENTS WITHIN LOT 2 DP1209700, LOT 238 DP1270567 & LOT 1101 DP1286188

LGA: MAITLAND  
Locality: FARLEY  
Reduction Ratio 1:600  
Lengths are in metres.

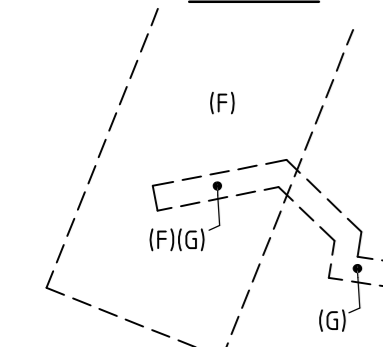
REGISTERED

DP1280557

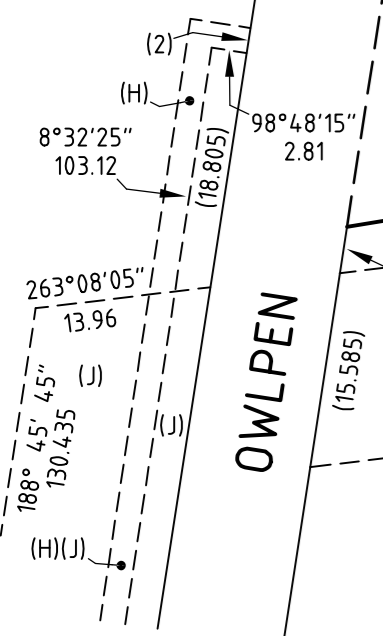
M.G.A.

(SCIMS)

SEE DIAGRAM 'B'  
SHEET 2



238  
DP1270567



SEE DIAGRAM 'A'  
SHEET 1

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (C) EASEMENT FOR SUPPORT 0.9 WIDE
- (D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15 WIDE
- (E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE
- (F) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15 WIDE
- (G) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE
- (H) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE
- (J) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15 WIDE & VARIABLE
- (L) RESTRICTION ON THE USE OF LAND
- (M) RESTRICTION ON THE USE OF LAND

SHORT LINE & ARC TABLE				
Number	Chord Bearing	Chord Distance	Arc Length	Radius
14	41°47'50"	25.96	26.49	38
15	111°56'40"	31.22	31.5	68.5
16	40°47'35"	14.32	14.645	20
17	106°46'10"	4.245	4.71	3
18	16°46'10"	4.245	4.71	3
19	106°46'10"	8.485	9.425	6
20	16°46'10"	8.485	9.425	6

SURVEYOR  
Name: THOMAS F CAMPBELL  
Date:  
Reference: 18559(2)

PLAN OF SUBDIVISION OF LOT 5 DP514629 & EASEMENTS WITHIN LOT 2 DP1209700, LOT 238 DP1270567 & LOT 1101 DP1286188

LGA: MAITLAND  
Locality: FARLEY  
Reduction Ratio 1:600  
Lengths are in metres.

REGISTERED

**DP1280557**



PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 9 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p>	
<p><b>PLAN OF SUBDIVISION OF LOT 5 DP514629 &amp; EASEMENTS WITHIN LOT 2 DP1209700, LOT 238 DP1270567 &amp; LOT 1101 DP1286188</b></p>	<p>LGA: MAITLAND</p> <p>Locality: FARLEY</p> <p>Parish: HEDDON</p> <p>County: NORTHUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, <u>THOMAS F CAMPBELL</u>  of <u>Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304</u>  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on ....., or</p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding ** .....</del>  <del>.....)</del>  was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p><del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: ..... 'X' - 'Y' .....</p> <p>Type: *Urban/*<del>Rural</del></p> <p>The terrain is *Level-Undulating / *<del>Steep-Mountainous</del>.</p> <p>Signature: ..... Dated: .....</p> <p>Surveyor Identification No: ..... <u>8704</u> .....</p> <p>Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p>* Strike through if inapplicable.  ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p 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: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	
	<p style="text-align: center;">Subdivision Certificate</p> <p>I, .....  *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of section 6.15 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: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p>* Strike through if inapplicable</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 514629  DP 1280556</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE STONEY CREEK ROAD, DAWN WAY &amp; MASKELL STREET TO THE PUBLIC AS PUBLIC ROAD.</p> <p>IT IS INTENDED TO CREATE LOT 218 AS DRAINAGE RESERVE</p>	
<p>Surveyor's Reference: 18559(2)</p>	<p style="text-align: center;">Signatures, Seals and Section 88B Statements should appear on  <b>PLAN FORM 6A</b></p>	

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 5  
DP514629 & EASEMENTS WITHIN  
LOT 2 DP1209700, LOT 238  
DP1270567 & LOT 1101 DP1286188**

Subdivision Certificate number : .....

Date of Endorsement : .....

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.

SCHEDULE OF STREET ADDRESSES

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
200				FARLEY
201				FARLEY
202				FARLEY
203				FARLEY
204				FARLEY
205				FARLEY
206				FARLEY
207				FARLEY
208				FARLEY
209				FARLEY
210				FARLEY
211				FARLEY
212				FARLEY
213				FARLEY
214				FARLEY
215				FARLEY
216				FARLEY
217				FARLEY
218				FARLEY
219				FARLEY
220				FARLEY

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
221				FARLEY
222				FARLEY
223				FARLEY
224				FARLEY
225				FARLEY
226				FARLEY
227				FARLEY
228				FARLEY
229				FARLEY
230				FARLEY
231				FARLEY
232				FARLEY
233				FARLEY
234				FARLEY
235				FARLEY
236				FARLEY
237				FARLEY
238				FARLEY
239				FARLEY
240				FARLEY

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

1. EASEMENT TO DRAIN WATER 1.5 (A)
2. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE (B)
3. RESTRICTION ON THE USE OF LAND
4. EASEMENT FOR SUPPORT 0.9 WIDE (C)
5. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15 WIDE (D)
6. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (E)
7. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15 WIDE (F)
8. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (G)
9. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (H)
10. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15 WIDE & VARIABLE (J)
11. EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (K)
12. RESTRICTION ON THE USE OF LAND (L)
13. RESTRICTION ON THE USE OF LAND (M)
14. EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE (N)

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 5  
DP514629 & EASEMENTS WITHIN  
LOT 2 DP1209700, LOT 238  
DP1270567 & LOT 1101 DP1286188**

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 : .....

Date of Endorsement : .....

EXECUTED by

TOMHIL DEVELOPMENTS PTY LTD )  
(ACN 627 386 501) )  
in accordance with Section 127 of )  
the Corporations Act )

.....  
Signature

.....  
Signature

.....  
Name

.....  
Name

.....  
Position

.....  
Position

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 5  
DP514629 & EASEMENTS WITHIN  
LOT 2 DP1209700, LOT 238  
DP1270567 & LOT 1101 DP1286188**

Subdivision Certificate number : .....

Date of Endorsement : .....

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

NATIONAL AUSTRALIA BANK LIMITED )

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 5  
DP514629 & EASEMENTS WITHIN  
LOT 2 DP1209700, LOT 238  
DP1270567 & LOT 1101 DP1286188**

Subdivision Certificate number : .....

Date of Endorsement : .....

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

RAVENSFIELD DOWNS PTY LTD )  
(ACN 104 067 398) )  
in accordance with Section 127 of )  
the Corporations Act )

.....  
Signature

.....  
Signature

.....  
Name

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Name

.....  
Position

.....  
Position

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 5  
DP514629 & EASEMENTS WITHIN  
LOT 2 DP1209700, LOT 238  
DP1270567 & LOT 1101 DP1286188**

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 : .....

Date of Endorsement : .....

EXECUTED by

RAVENSFIELD DEVELOPMENTS PTY LTD )  
(ACN 168 955 155) )  
in accordance with Section 127 of )  
the Corporations Act )

.....  
Signature

.....  
Signature

.....  
Name

.....  
Name

.....  
Position

.....  
Position

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 5  
DP514629 & EASEMENTS WITHIN  
LOT 2 DP1209700, LOT 238  
DP1270567 & LOT 1101 DP1286188**

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 : .....

Date of Endorsement : .....

EXECUTED by

BRADHIL PTY LTD )  
(ACN 609 002 904) )  
in accordance with Section 127 of )  
the Corporations Act )

.....  
Signature

.....  
Signature

.....  
Name

.....  
Name

.....  
Position

.....  
Position

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 5  
DP514629 & EASEMENTS WITHIN  
LOT 2 DP1209700, LOT 238  
DP1270567 & LOT 1101 DP1286188**

Subdivision Certificate number : .....

Date of Endorsement : .....

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

.....  
THERESE SMITH

If space is insufficient use additional annexure sheet



Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 5  
DP514629 & EASEMENTS WITHIN  
LOT 2 DP1209700, LOT 238  
DP1270567 & LOT 1101 DP1286188**

Subdivision Certificate number : .....

Date of Endorsement : .....

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

MAITLAND MUTUAL BUILDING SOCIETY LIMITED

If space is insufficient use additional annexure sheet

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

(Sheet 1 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
EASEMENTS WITHIN LOT 238 DP1270567 &  
LOT 1101 DP1286188  
covered by Subdivision Certificate  
dated

**Full name and address of the owner of the land:** **TOMHIL DEVELOPMENTS PTY LTD (ACN 627 386 501)**  
**RAVENSFIELD DOWNS PTY LTD (ACN 104 067 398)**  
**BRADHIL PTY LTD (ACN 609 002 904)**  
**THERESE SMITH**  
1 Hartley Drive  
Thornton NSW 2322

**PART 1 - CREATION**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.</b>	<b>Burdened lot(s) or parcel:</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1	Easement to drain water 1.5 wide (A)	215 216 217  220 211 212 213  200  228 227 226 225 224 223  237 239	214 214, 215 214, 215, 216  221 221, 220 221, 220, 211 221, 220, 211, 212  219  Part 200 (BA) Part 200 (BA), 228 Part 200 (BA), 228, 227 Part 200 (BA), 228, 227, 226 Part 200 (BA), 228, 227, 226, 225 Part 200 (BA), 228, 227, 226, 225, 224  236 236, 237
2	Easement for electricity & other purposes 2.05 wide (B)	229	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
3	Restriction on the use of land	201 to 217 inclusive, 219 to 240 inclusive	Every other lot except lots 200 & 218

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

(Sheet 2 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
EASEMENTS WITHIN LOT 238 DP1270567 &  
LOT 1101 DP1286188  
covered by Subdivision Certificate  
dated

4	Easement for support 0.9 wide (C)	204 205 206 207 208 210 218  212 213	Part 200 (BCB), 228 228, 227 226 225 224, 223 223 Part 200 (BCA), 219, 220, 211, 212, 213 211 212
5	Easement for electricity & other purposes 15 wide (D)	1101/1286188	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
6	Easement for electricity & other purposes 2 wide (E)	200 & 1101/1286188	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
7	Easement for electricity & other purposes 15 wide (F)	238/1270567	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
8	Easement for electricity & other purposes 2 wide (G)	238/1270567	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
9	Easement for electricity & other purposes 2 wide (H)	238/1270567	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

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

(Sheet 3 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
EASEMENTS WITHIN LOT 238 DP1270567 &  
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covered by Subdivision Certificate  
dated

10	Easement for electricity & other purposes 15 wide & variable (J)	238/1270567	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
11	Easement for electricity & other purposes variable width (K)	238/1270567	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
12	Restriction on the use of land (L)	Part 229 & Part 230 (L)	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
13	Restriction on the use of land (M)	Part 229 & Part 230 (M)	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
14	Easement for electricity purposes 1 wide (N)	2/1209700	1/1209700

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

(Sheet 4 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
EASEMENTS WITHIN LOT 238 DP1270567 &  
LOT 1101 DP1286188  
covered by Subdivision Certificate  
dated

## **PART 2 – TERMS**

**1. Name of the person or authority empowered to release, vary or modify the easement to drain water firstly referred to in the abovementioned plan:**

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

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

An easement is created on the terms and conditions set out in memorandum registered 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.

**Name of authority empowered to release, vary, or modify the easement secondly referred to in the plan:**

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

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

### **Dwelling Houses**

- 3.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 120 m<sup>2</sup> exclusive of car accommodation, external landings and patios.
- 3.2 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, timber or concrete treated with painted texture render.
- 3.3 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.
- 3.4 Not more than one main residential dwelling shall be erected on any lot burdened provided that dual occupancy of a residential dwelling on a lot burdened may be permitted provided: -
- (a) The dual occupancy is an attached dual occupancy;

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

(Sheet 5 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
EASEMENTS WITHIN LOT 238 DP1270567 &  
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covered by Subdivision Certificate  
dated

- (b) Each part of the dual occupancy has an internal floor area of not less than 100 m<sup>2</sup> exclusive of car accommodation, external landings and patios;
  - (c) The building otherwise complies with the covenants herein.
- 3.5 No existing dwelling house or relocatable type dwelling shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

**Ancillary Buildings**

- 3.6 No ancillary building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless: -
- (a) It is situate no closer to the street frontage than the dwelling house;
  - (b) It has external walls constructed of materials permitted for the external walls of the dwelling house;
  - (c) It has a roof constructed of materials permitted for the dwelling house;
  - (d) It has an internal floor area of less than 40m<sup>2</sup>;
- (An ancillary building does not include lawn lockers, pergolas, greenhouses, cubby houses or other utility type structures.)

**Fencing of Common Boundaries**

- 3.7 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same: -
- (a) Is erected on the front boundary;
  - (b) Is erected between the building line, as fixed by the Maitland City Council, and any adjoining public road that exceeds 1,200 mm in height. This restriction shall not prevent or preclude the fencing of boundaries of a lot common with a pathway or public reserve up to 1,800 mm in height;
  - (c) Is constructed on a boundary behind the building line as fixed by the Maitland City Council that exceeds 1,800 mm in height.
- 3.8 No fence shall be erected on a lot burdened unless it is erected without expense to TOMHIL DEVELOPMENTS PTY LTD, its successors and permitted assigns other than Purchasers on sale.

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

(Sheet 6 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
EASEMENTS WITHIN LOT 238 DP1270567 &  
LOT 1101 DP1286188  
covered by Subdivision Certificate  
dated

- 3.9 No fence shall be erected on a lot burdened unless it is constructed of dark-toned, non-reflective material.

**Prohibited Activities**

- 3.10 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried out on any lot burdened.
- 3.11 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.
- 3.12 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.
- 3.13 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.
- 3.14 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind the dwelling house erected on the lot burdened.
- 3.15 No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one year from the date of transfer by TOMHIL DEVELOPMENTS PTY LTD without the prior written consent of TOMHIL DEVELOPMENTS PTY LTD.

**Acknowledgment of Covenants**

- 3.16 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.
- 3.17 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a subdivision, excluding land which is not residential, and shall be enforceable against the proprietor of each and every lot from time to time so burdened.
- 3.18 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

.....  
Initials

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

(Sheet 7 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
EASEMENTS WITHIN LOT 238 DP1270567 &  
LOT 1101 DP1286188  
covered by Subdivision Certificate  
dated

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.

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

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

- 4.1 In this easement retaining Wall means the retaining wall located on the lot benefited and includes its footings.
- 4.2 The owner of the lot burdened grants to the owner of the lot benefited a right of support over that part of the lot burdened containing the site of this easement for the purpose of supporting the retaining wall.
- 4.3 The owner of the lot benefited:
- i. must keep the Retaining Wall in good repair and safe condition; and
  - ii. may do anything reasonably necessary for that purpose including:
    - entering the lot burdened;
    - taking anything onto the lot burdened; and
    - carrying out all work.
- 4.4 The owner of the lot burdened must not do anything which will detract from the sustainability of the support provided by the Retaining Wall.
- 4.5 The owner of the benefited, in exercising its rights under this easement must:
- i. ensure all work is done properly;
  - ii. cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
  - iii. restore the lot burdened as nearly as practicable to its former condition; and
  - iv. make good any collateral damage.
- 4.6 Except where urgent work is required, the owner of the lot benefited must give the owner of the lot burdened reasonable notice of their intention to enter the lot burdened.

.....  
Initials



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

(Sheet 8 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
EASEMENTS WITHIN LOT 238 DP1270567 &  
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covered by Subdivision Certificate  
dated

**Name of person or authority empowered to release, vary or modify the easement, profit a prendre, restriction, or positive covenant sixthly referred to in the abovementioned plan:**

The owners of the lots benefited but only with the consent of Maitland City Council.

**5. Terms of the easement, profit a prendre, restriction, or positive covenant fifthly, sixthly, seventhly, eighthly, ninthly, tenthly, eleventhly referred to in the abovementioned plan:**

An easement is created on the terms and conditions set out in memorandum registered 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.

**Name of authority empowered to release, vary, or modify the easements fifthly, sixthly, seventhly, eighthly, ninthly, tenthly, eleventhly referred to in the plan:**

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

**6. Terms of the easement, profit a prendre, restriction, or positive covenant twelfthly referred to in the abovementioned plan:**

6.1 Definitions

- a) **120/120/120 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- b) **ADMHC** means Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 and includes any lessee of ADMHC's transmission and distribution systems, and any nominee of any lessee (which may include a sublessee of ADMHC's transmission and distribution systems from that lessee), which may exercise the rights and perform the obligations of ADMHC as if that lessee or nominee were ADMHC, but only for so long as the lessee leases Ausgrid's transmission and distribution systems from ADMHC.
- c) **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- d) **erect** includes construct, install, build and maintain.
- e) **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

(Sheet 9 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
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dated

- 6.2 No building shall be erected or permitted to remain erected within the restriction site unless:
- a) the external surface of any building on the lot burdened has a 120/120/120 fire rating achieved without the use of fire-fighting systems such as automatic sprinklers;
  - b) windows or glass surfaces irrespective of their fire rating must not be erected within 3 meters in any direction from the kiosk substation on the lot burdened unless they are sheltered by a non-ignitable blast resistant barrier;

The owner of the lot burdened provides ADMHC or the authority benefited from time to time with an engineer's certificate certifying compliance with 6.2(a) and 6.2(b) above.

**7. Terms of the easement, profit a prendre, restriction, or positive covenant thirteenthly referred to in the abovementioned plan:**

7.1 Definitions

- a) **Building Ducted Ventilation System openings** means the building ventilation system air intake and exhaust duct openings, irrespective of whether the building ducted ventilation system is mechanical or natural, and irrespective of whether or not fire dampers are installed in the ducts.
- b) **ADMHC** means Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 and includes any lessee of ADMHC's transmission and distribution systems, and any nominee of any lessee (which may include a sublessee of ADMHC's transmission and distribution systems from that lessee), which may exercise the rights and perform the obligations of ADMHC as if that lessee or nominee were ADMHC, but only for so long as the lessee leases Ausgrid's transmission and distribution systems from ADMHC.
- c) **Building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- d) **Erect** includes construct, install, build and maintain.
- e) **Restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

7.2 No Building shall be erected or permitted to remain on the lot burdened unless:

- a) the Building Ducted Ventilation System Openings are erected more than 6 metres in any direction from the kiosk substation on the lot burdened;

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

(Sheet 10 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
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covered by Subdivision Certificate  
dated

- b) the owner of the lot burdened provides ADMHC with an engineer's certificate to this effect.

**Name of authority empowered to release, vary, or modify the restrictions on the use of land twelfthly and thirteenthly referred to in the plan:**

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

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

(Sheet 11 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
EASEMENTS WITHIN LOT 238 DP1270567 &  
LOT 1101 DP1286188  
covered by Subdivision Certificate  
dated

**Executed by:**

**TOMHIL DEVELOPMENTS PTY LTD** )  
**(ACN 627 386 501)** )  
in accordance with Section 127 of the )  
Corporations Act )

.....  
Signature

.....  
Signature

.....  
Name

.....  
Name

.....  
Position

.....  
Position

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

(Sheet 12 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
EASEMENTS WITHIN LOT 238 DP1270567 &  
LOT 1101 DP1286188  
covered by Subdivision Certificate  
dated

**Executed by:**

**NATIONAL AUSTRALIA BANK LIMITED**

.....  
Initials

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

(Sheet 13 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
EASEMENTS WITHIN LOT 238 DP1270567 &  
LOT 1101 DP1286188  
covered by Subdivision Certificate  
dated

**Executed by:**

**RAVENSFIELD DOWNS PTY LTD** )  
**(ACN 104 067 398)** )  
in accordance with Section 127 of the )  
Corporations Act )

.....  
Signature

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Signature

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Name

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Name

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Position

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Position

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

(Sheet 14 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
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dated

**Executed by:**

**RAVENSFIELD DEVELOPMENTS PTY LTD** )  
**(ACN 168 955 155)** )  
in accordance with Section 127 of the )  
Corporations Act )

.....  
Signature

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Signature

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Name

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Name

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Position

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Position

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

(Sheet 15 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
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covered by Subdivision Certificate  
dated

**Executed by:**

**BRADHIL PTY LTD** )  
**(ACN 609 002 904)** )  
in accordance with Section 127 of the )  
Corporations Act )

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Signature

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Signature

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Name

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Name

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Position

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Position

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Initials



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

(Sheet 16 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
EASEMENTS WITHIN LOT 238 DP1270567 &  
LOT 1101 DP1286188  
covered by Subdivision Certificate  
dated

**Executed by:**

**THERESE SMITH**

.....  
Signature

Signed in my presence by THERESE SMITH  
who is personally known to me.

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....

.....  
Address of Witness (BLOCK LETTERS)

.....  
Initials

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

(Sheet 17 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
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dated

**Executed by:**

**MAITLAND MUTUAL BUILDING SOCIETY LIMITED**

.....  
Initials

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

(Sheet 18 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
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covered by Subdivision Certificate  
dated

**Certified correct for the purposes of the Real Property Act 1900 by the Prescribed Authority's 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 and 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 4811 no. 888

*sign here* ► \_\_\_\_\_  
Attorney  
Electronic signature affixed by me or at my direction on the date below

*sign here* ► \_\_\_\_\_  
Attorney  
Electronic signature affixed by me or at my direction on the date below

*print name* \_\_\_\_\_  
*Date* \_\_\_\_\_  
*electronic signature affixed* \_\_\_\_\_

*print name* \_\_\_\_\_  
*Date electronic signature affixed* \_\_\_\_\_

I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note\* below]

I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note\* below]

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

*print name* \_\_\_\_\_

*print name* \_\_\_\_\_

*print address* \_\_\_\_\_

*print address* \_\_\_\_\_

*Date electronic signature affixed* \_\_\_\_\_

*Date electronic signature affixed* \_\_\_\_\_

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

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

(Sheet 19 of 19 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 5 DP514629 &  
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covered by Subdivision Certificate  
dated

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

)  
)  
)  
)

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

.....  
Signature of delegate

.....  
Signature of witness

.....  
Name of delegate (BLOCK LETTERS)

.....  
Name of witness

.....

.....  
Address of witness

.....  
Initials

Form: 16LM  
Release: 2-4

# MEMORANDUM



New South Wales  
Section 80A Real Property Act 191

## AK980903H

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODES
47 V	LLPN H.M. Allen & Co. 123012 E DX 437 Sydney Ph 9232 3652	LM CM MM GM BM
Reference: SH - AUS 096-647		

(B) APPLICANT

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
---

(C) The applicant requests the Registrar General to record this memorandum, comprising 3 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

- (D) i. For option to renew see clause NOT APPLICABLE  
ii. For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory: Helen Elizabeth Murray

Capacity of signatory (if applicable): Applicant's solicitor

Date: 6 December 2016

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE A

**THIS IS ANNEXURE 'A' TO EASEMENT MEMORANDUM LODGED ON  
BEHALF OF ALPHA DISTRIBUTION MINISTERIAL HOLDING  
CORPORATION DATED 6 DECEMBER 2016**

**PART A**

1 Definitions and Interpretation

1.1 The following terms have the following meanings:

**ancillary works** means works ancillary to the functions performed by electricity works, including structures (whether above, on or below the ground), equipment for signals, signals cables, service cables, connecting cables, and supports (including towers and poles);

**Ausgrid** means Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385);

**easement area** means that part of the land shown as the site of an "easement for electricity and other purposes" on any plan registered with the NSW Land & Property Information;

**electricity works** means any electricity power lines or associated equipment or electricity structures (whether above, below or on the ground) that form part of Ausgrid's transmission or distribution network and includes mains, wires, cables (including optic fibre cables), pipes or conduits, switches, switchgear, fuses, control equipment, pillars, kiosks, transformers (including pole-mounted and pad-mounted transformers), substations (including pole-mounted and padmounted substations) and their contents, pits, ducts and ancillary works;

**land** means the land over which this easement is granted (being the land burdened by this easement);

**landowner** means the owner of the land and any person having an estate or interest in the land;

**person** includes a body corporate and a partnership; and

**signals** includes data or signals of any kind.

1.2 A reference to a person includes its successors and assigns.

**PART B**

**Easement for electricity works**

2 Ausgrid and all persons which Ausgrid authorises may:

- (a) construct, place, alter, extend, repair, inspect, renew, replace, maintain, remove, and use, on, to and from the easement area, any electricity works for conveying electricity or signals (or both); and
- (b) convey, or permit the conveyance of, electricity or signals (or both) through the electricity works.

3 The landowner agrees that:

- (a) any lessee of Ausgrid's transmission and distribution systems, and any nominee of any lessee (which may include a sublessee of Ausgrid's transmission and distribution systems from that lessee), may exercise the rights and perform the obligations of Ausgrid as if that lessee or nominee were

Ausgrid, but only for so long as the lessee leases Ausgrid's transmission and distribution systems from Ausgrid; and

- (b) a reference to persons which Ausgrid authorises is deemed to include lessees, employees, agents, contractors, visitors, invitees, licensees of and other persons claiming by, through or under such lessee or nominee.

## **PART C**

### **General provisions of easements**

- 4 For the purpose of exercising its rights under the easement for electricity works, Ausgrid and all persons which Ausgrid authorises may:
  - (a) enter the land at any time, with or without vehicles, plant and equipment, for any purposes within the terms of the easement; and
  - (b) do anything reasonably necessary to obtain access to the easement area; and
  - (c) cut fences and walls in or on the land and install gates in them; and
  - (d) on any part of the easement area, cut, trim or remove any trees, vegetation, undergrowth or anything that may interfere with the exercise of Ausgrid's rights under the easement; and
  - (e) do anything reasonably necessary for the exercise of Ausgrid's rights under the easement.
- 5 The landowner acknowledges that ownership of all electricity works remains with Ausgrid.
- 6 Ausgrid covenants with the landowner that:
  - (a) it will endeavour to keep the electricity works in good repair; and
  - (b) in exercising its rights under the easement, it will do as little damage as practicable to the land; and
  - (c) it will repair any damage it causes to the land, except that if after this easement is granted the landowner installs paving or other works to the surface of the easement area Ausgrid will not be obliged to restore the paving or those works; and
  - (d) subject to its rights under the easement, it will not unreasonably impede the landowner's reasonable use of the land.
- 7 The landowner covenants with Ausgrid that it will not:
  - (a) do or allow anything that may interfere with, damage, or destroy the electricity works or interfere with the effective operation of the electricity works; or
  - (b) obstruct Ausgrid in the exercise of its rights under the easement (or the exercise of those rights by a lessee or sublessee of Ausgrid's transmission and distribution systems as contemplated under clause 3); or
  - (c) alter or permit to be altered the existing ground level within the easement area, or place or allow to be placed on the easement area any building, structure, driveway, paving, plant or item without Ausgrid's prior written permission, such permission not be unreasonably withheld.

.....  


**NOTES:**

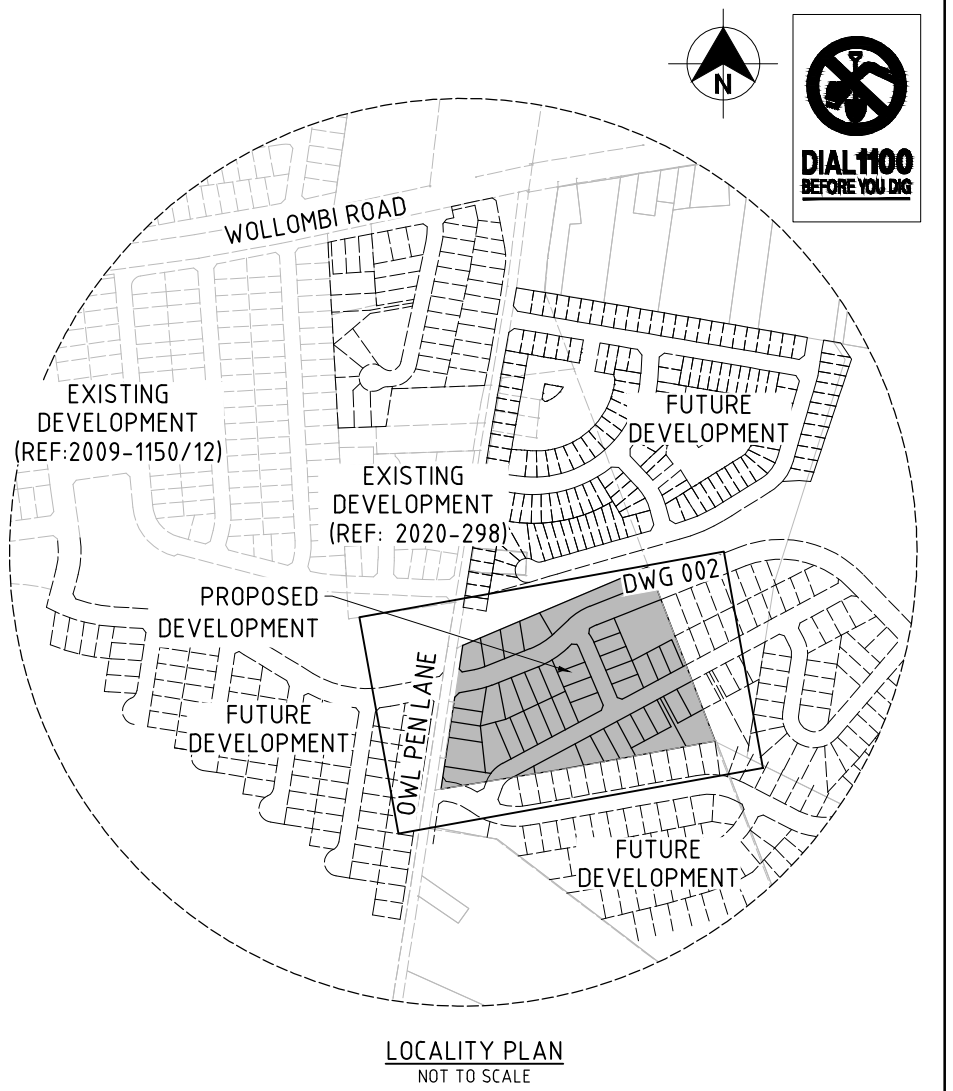
- THE CONTRACTOR MUST COMPLY WITH ALL OBLIGATIONS REQUIRED OF THE ACCREDITED CONTRACTOR UNDER HUNTER WATER'S CORPORATE STANDARD FOR ROUTINE MAJOR WORKS - ACCREDITED CONSTRUCTION CONTRACTORS.
- THE CONTRACTOR SHALL ALSO CARRY OUT THE WORK IN ACCORDANCE WITH THE VERIFICATION AND MONITORING PLAN (VMP) PREPARED BY GCA, INCLUDING BUT NOT NECESSARILY LIMITED TO THE PREPARATION OF RELEVANT DOCUMENTS AND PLANS, PROGRESSIVE CAPTURE OF INFORMATION / DATA RELATING TO THE WORKS, AND LIAISING WITH GCA WHERE REQUIRED TO SATISFY ALL REQUIREMENTS UNDER THE HUNTER WATER'S CORPORATE STANDARD FOR ROUTINE MAJOR WORKS.
- THE WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH:
  - THE DESIGN DRAWINGS
  - CONSTRUCTION NOTES
  - WSA 02-2014-31 HWC EDITION (VERSION 2) PART 2 (CONSTRUCTION)
  - WSA 02-2014-31 HWC EDITION (VERSION 2) PART 3 (STANDARD DRAWINGS)
  - REFERENCE DRAWINGS NOTED IN THE TABLE OF REFERENCE DRAWINGS, INCLUDED IN THIS DRAWING SET.
- THE CONTRACTOR IS TO UNDERTAKE THE FOLLOWING PRIOR TO PROCEEDING:
  - VERIFY THE POSITIONS AND LEVELS OF ALL EXISTING AND PROPOSED BOUNDARIES, SERVICES, PIPES, CABLES, CONDUITS AND ANCILLARY STRUCTURES.
  - VERIFY THE CONNECTION LEVELS INTO THE EXISTING SEWERAGE SYSTEM.
  - NOTIFY THE SUPERINTENDENT OF ANY DISCREPANCIES OR CONFLICTS WITH THE DESIGN DRAWINGS FOR FURTHER DIRECTION.
- SEWERAGE CONSTRUCTION WORK SHALL NOT COMMENCE ON SITE UNTIL PRE-CONSTRUCTION DOCUMENTATION HAS BEEN PROVIDED TO GCA AND GCA HAS PROVIDED WRITTEN CONFIRMATION OF RELEASE OF HOLD POINT FOR SUBMISSION OF PRE-CONSTRUCTION DOCUMENTATION.
- OTHER HOLD / WITNESS POINTS WILL APPLY TO THIS CONTRACT. REFER TO THE VMP PREPARED BY GCA.
- ACCEPTANCE TESTING IS TO BE CARRIED OUT IN ACCORDANCE WITH SECTION 21 OF WSA 02-2014-31 HWC EDITION (VERSION 2) PART 2 (CONSTRUCTION). ALL TEST RECORDS SHALL BE COLLATED AND CLEARLY IDENTIFIED IN A COMPLETE QUALITY ASSURANCE PACKAGE TO BE PROVIDED TO GCA AT THE COMPLETION OF THE WORKS.
- ALL PRODUCTS AND MATERIALS ARE TO BE SELECTED FROM THE HUNTER WATER CORPORATION LIST OF APPROVED PRODUCTS AND MATERIALS OR OTHERWISE COMPLIANT WITH HUNTER WATER'S GUIDELINE - ENGINEERING PRODUCTS (WATER AND SEWER).
- ALL PROPERTY CONNECTIONS ARE TO BE LOCATED 1.0m FROM THE DOWNSTREAM BOUNDARY UNLESS OTHERWISE INDICATED.
- LAY PIPES IN ACCORDANCE WITH THE SUPPORT TYPE AS SHOWN ON THE LONGITUDINAL SECTIONS AND SEW-1251-H STANDARD TRENCH DETAILS.
- ALL PROPERTY CONNECTIONS ARE TO BE BURIED INTERFACE METHOD IN ACCORDANCE WITH SEW-1105 AND SEW-1107-V WITH:
  - VERTICAL RISERS PROVIDED (TO SEW-1107-V) WHERE SEWER DEPTH IS GREATER THAN 1.5m.
  - DETECTABLE MARKING TAPE (TO SEW-1107-V) RAISED TO THE SURFACE AT EACH JUNCTION.
- WHERE SHOWN, PROPERTY CONNECTIONS AT TERMINAL MAINTENANCE SHAFTS (TMS) SHALL BE CONSTRUCTED BY INSTALLING A JUNCTION TO THE VERTICAL RISER AS SHOWN ON SEW-1316-V.
- WHERE SEWER WILL BE LOCATED IN FILL AREAS:
  - FILLING IS TO BE COMPLETED ABOVE THE PIPE EMBEDMENT ZONE PRIOR TO THE COMMENCEMENT OF TRENCHING AND PIPE LAYING.
  - FILL MATERIAL SHALL CONTAIN NO ORGANIC OR OTHER MATERIALS THAT MAY DECOMPOSE AND THEREBY, OR OTHERWISE, LEAD TO LONG-TERM SETTLEMENT.
  - COMPACTION OF ALL FILL BELOW THE INVERTS OF PROPOSED SEWER IS TO BE COMPLETED TO NOT LESS THAN 95% OF STANDARD MAXIMUM DRY DENSITY (OR THE REQUIREMENTS OF THE PARENTS SUBDIVISION WORKS, WHICH EVER IS THE HIGHER COMPACTION STANDARD).
- CONSTRUCT ALL MAINTENANCE HOLES IN ACCORDANCE WITH:
  - LONG SECTION LEVELS
  - SEW-1300-V TYPE P1 OR TYPE P2 AS SHOWN IN LONG SECTIONS.
  - OTHER MAINTENANCE STRUCTURES (AS SPECIFIED ON DESIGN PLANS)
  - ALL COMPONENT JOINTS TO BE SEALED AS PER SEW1300-V NOTE 11.
  - SEW-1302-V PIPE CONNECTIONS
  - SEW-1303-V CHANNEL LEVELS
  - SEW-1304-V / SEW-1305-V CHANNEL ARRANGEMENTS
  - SEW-1308-V COVER ARRANGEMENTS
- CONSTRUCT DROP STRUCTURES AS SHOWN ON THE LONGITUDINAL SECTIONS. THE DESIGNER SHALL BE CONSULTED ON ANY PROPOSAL TO DELETE DROP STRUCTURES DURING CONSTRUCTION.
- APART FROM GENERAL TRENCH INSPECTION REQUIREMENTS UNDER WSA02 PART 2 CONSTRUCTION, GEOTECHNICAL INSPECTION IS REQUIRED AT THE TRENCH INVERT FOR ALL LOCATIONS WHERE CONCRETE ENCASEMENT IS PROPOSED. THE GEOTECHNICAL ENGINEER MUST CONFIRM THAT THE CONDITIONS AT SUBGRADE ARE SUITABLE FOR PIPE INSTALLATION AND ENCASMENT, AND NEGLIGIBLE SETTLEMENT IS EXPECTED. WHERE SUCH CONFIRMATION CANNOT BE PROVIDED BY THE GEOTECHNICAL ENGINEER THEN THE CONTRACTOR SHALL SEEK FURTHER ADVICE ON FURTHER SUPPORT (SUCH AS PIERING UNDER THE ENCASMENT) PRIOR TO PROCEEDING.
- PROVIDE BULKHEAD AND TRENCHSTOPS WHERE NOTED ON LONGITUDINAL SECTIONS IN ACCORDANCE WITH SEW-1206.
- MARKER TAPE IS TO BE PROVIDED ABOVE THE PIPE EMBEDMENT ZONE IN POSITION INDICATED ON SEW-1201-V. TAPE MAY BE EITHER DETECTABLE OR NON-DETECTABLE ABOVE THE PIPE BUT MUST BE DETECTABLE AT JUNCTIONS.

LOT	PROPERTY CONNECTION IL	RISER HEIGHT	FINISHED SURFACE LEVEL	SEWER INVERT LEVEL	CONNECTION DEPTH
LOT 201	22.26	0.00	23.52	22.19	1.26
LOT 202	20.84	0.00	22.18	20.76	1.34
LOT 203	19.73	0.00	21.07	19.65	1.34
LOT 204	18.22	0.00	19.76	18.15	1.54
LOT 205	18.06	0.00	19.73	17.99	1.67
LOT 206	17.91	0.00	19.56	17.84	1.65
LOT 207	17.76	0.00	19.28	17.69	1.52
LOT 208	17.61	0.00	19.01	17.54	1.40
LOT 209	17.35	0.00	18.63	17.28	1.28
LOT 210	16.67	0.00	17.93	16.59	1.26
LOT 211	19.05	0.00	21.00	18.98	1.95
LOT 212	17.70	0.00	19.48	17.63	1.78
LOT 213	16.16	0.00	17.37	16.09	1.21
LOT 214	14.94	0.00	16.71	14.87	1.77
LOT 215	14.65	0.79	16.15	13.78	1.50
LOT 216	14.48	0.96	15.98	13.45	1.50
LOT 217	14.21	1.02	15.71	13.12	1.50
LOT 218	13.73	0.90	15.23	12.76	1.50
LOT 301	18.81	0.00	19.79	18.73	0.98
LOT 302	20.67	0.00	21.56	20.60	0.89
LOT 303	19.90	0.00	20.80	19.82	0.90
LOT 304	22.31	0.00	23.60	22.23	1.29
LOT 305	21.25	0.00	22.96	21.17	1.71
LOT 306	21.81	0.00	23.11	21.73	1.30
LOT 307	22.02	0.00	23.61	21.94	1.59
LOT 308	22.23	0.00	23.61	22.16	1.38
LOT 309	22.46	0.00	23.67	22.38	1.21
LOT 310	22.66	0.00	24.04	22.59	1.38
LOT 311	25.31	0.00	26.75	25.24	1.44
LOT 312	24.80	0.00	26.01	24.73	1.21
LOT 313	24.27	0.00	25.53	24.19	1.26
LOT 314	23.79	0.00	25.04	23.72	1.25
LOT 315	23.29	0.00	24.54	23.22	1.25
LOT 316	22.82	0.00	24.14	22.75	1.32
LOT 317	22.33	0.00	23.62	22.25	1.29
LOT 318	23.47	0.00	24.79	23.40	1.32
LOT 319	22.20	0.75	23.46	21.38	1.26
LOT 320	21.53	0.00	22.96	21.46	1.43
LOT 321	20.98	0.00	22.42	20.91	1.44
LOT 401	26.69	0.00	27.97	26.62	1.28
LOT 402	22.86	0.00	23.86	22.79	1.00
LOT 501	18.37	0.00	19.67	18.30	1.30
LOT 502	18.56	0.00	19.72	18.49	1.16
FUTURE LOT 1	27.31	0.00	28.71	27.24	1.40

POINT	EASTING	NORTHING	FITTING TYPE
EX K3142	361198.12	6377446.23	EX MH
K7285	361200.27	6377435.12	MH(P2)
MC3937	361135.60	6377409.53	MC
K7286	361136.78	6377382.16	MH(P2)
MC3938	361117.48	6377366.03	MC
K7287	361098.33	6377351.16	MH(P2)
MC3939	361080.95	6377342.28	MC
MC3940	361024.70	6377320.47	MC
K7288	360996.13	6377313.40	MH(P2)
MC3941	360992.81	6377299.39	MC
MC3942	360983.46	6377237.09	MC
FUT TMS	360977.67	6377198.58	MC
MC3943	361208.85	6377412.69	MC
K7289	361222.35	6377369.90	MH(P2)
MC3944	361232.86	6377345.10	MC
MC3945	361242.86	6377326.64	MC
MC3946	361267.13	6377263.22	MC
FUT MH1	361167.99	6377244.70	MC
MC3947	361209.67	6377361.38	MC
MC3948	361180.47	6377345.71	MC
TMS4135	361185.41	6377334.05	TMS
MC3949	361209.02	6377308.47	MC
K7290	361135.71	6377269.11	MH(P2)
MC3950	361120.00	6377259.37	MC
TMS4134	361054.57	6377225.55	TMS
DE1	361224.15	6377280.27	DE
TMS4136	361148.78	6377353.85	TMS
K7291	361112.68	6377317.30	MH(P2)
TMS4137	361117.78	6377305.28	TMS
MC3951	361047.52	6377286.42	MC
TMS4138	361035.32	6377283.29	TMS
EX K3142	361198.12	6377446.23	EX MH
EX K3143	361093.06	6377401.58	EX MH
EX K3144	360997.15	6377361.31	EX MH

**FITTING TYPES**

MH(P1) - PRE-CAST MAINTENANCE HOLE +1.2m DEPTH TO INVERT  
 MH(P2) - PRE-CAST MAINTENANCE HOLE +1.2m DEPTH TO INVERT (REFER TO SEW-1300-V FOR MAINTENANCE HOLES)  
 MH(C) - CAST IN-SITU MAINTENANCE HOLE  
 MH(PE) - POLYETHYLENE MANHOLE  
 TMS - TERMINAL MAINTENANCE SHAFT (REFER TO SEW-1350-H FOR TERMINAL MAINTENANCE SHAFTS)  
 MC - MAINTENANCE CHAMBER (REFER TO SEW-1314-V - SEW-1317-V FOR TERMINAL MAINTENANCE CHAMBERS)  
 IS - INSPECTION SHAFT



**NOTE:**  
 REFER TO DESIGNER FOR CLARIFICATION ON LOT CONNECTION REQUIREMENTS IF REQUIRED PRIOR TO VARYING FROM THE CONNECTION LEVELS NOTED IN THIS TABLE.

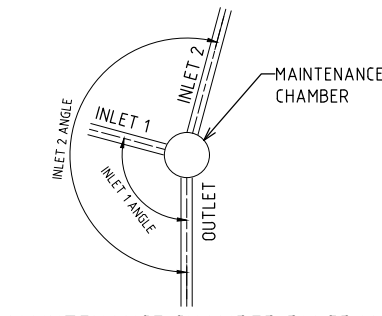
1. LOT CONNECTION REQUIRED TO BE >1.5m DEEP TO DRAIN LOT

UTILITY (EXISTING OR PROPOSED)	MINIMUM HORIZONTAL CLEARANCE (mm)		MINIMUM VERTICAL CLEARANCE (mm)
	NEW SEWER SIZE		
	<= DN300	> DN300	
SEWERS <= DN300	300	600	150 <sup>2</sup> /300
SEWERS > DN300	600	600	300
GAS MAINS	300 <sup>2</sup>	600	150 <sup>2</sup> /300
TELECOMMUNICATIONS CONDUITS AND CABLES	300 <sup>2</sup>	600	150 <sup>2</sup> /300
ELECTRICITY CONDUITS AND CABLES	500	1000	225 <sup>2</sup> /300
STORMWATER DRAINS*	300 <sup>2</sup>	600	150 <sup>2</sup> and 5/300 <sup>5</sup>
WATER MAINS	1000 <sup>5</sup> /600	1000 <sup>5</sup> /600	500 <sup>5</sup>
KERBS	150 <sup>2</sup>	600 <sup>2</sup>	N/A

**CLEARANCE NOTES:**

- VERTICAL CLEARANCES APPLY WHEN SEWERS CROSS ONE ANOTHER, EXCEPT IN THE CASE OF WATER MAINS WHEN A VERTICAL SEPARATION SHOULD ALWAYS BE MAINTAINED EVEN WHEN THE SEWER AND WATER MAIN ARE PARALLEL. THE SEWER SHOULD ALWAYS BE LOCATED BELOW THE WATER MAIN TO MINIMISE THE POSSIBILITY OF BACKFLOW CONTAMINATION IN THE EVENT OF A MAIN BREAK.
- A MINIMUM VERTICAL CLEARANCE OF 300mm APPLIES IF THE SIZE OF THE EXISTING SERVICE OR PROPOSED SEWER IS >DN300.
- CLEARANCES CAN BE FURTHER REDUCED TO 150mm FOR DISTANCES UP TO 2m WHEN PASSING INSTALLATIONS SUCH AS POLES, PITS AND SMALL STRUCTURES, PROVIDING THE STRUCTURE IS NOT DESTABILISED IN THE PROCESS.
- A SEWER TO BE CONSTRUCTED UNDER AN EXISTING OR PROPOSED STORMWATER PIPE OR CHANNEL >DN375 MAY BE CONCRETE ENCASED. CONCRETE ENCASE SEWERS CROSSING UNDER BRICK BARREL DRAINS OR UNLINED OPEN DRAIN OR CHANNEL. THE CONCRETE ENCASMENT SHALL EXTEND AT LEAST 1m EACH SIDE OF THE STORMWATER PIPE OR CHANNEL. CLEARANCES BETWEEN THE SEWER AND OTHER SERVICES SHALL BE MEASURED FROM THE OUTER SURFACE OF THE CONCRETE ENCASMENT (REFER SEW-1205).
- SEWERS SHOULD ALWAYS CROSS UNDER WATER MAINS AND STORMWATER DRAINS. IF THIS REQUIREMENT CANNOT BE MET, CONSULT THE WATER AGENCY IN RESPECT OF ALTERNATIVES SUCH AS ADJUSTING THE WATER MAIN OR STORMWATER DRAIN WHERE A SEWER CROSSES A WATER MAIN AT OR CLOSE TO 90°. THE VERTICAL CLEARANCE MAY BE REDUCED SUBJECT TO WATER AGENCY REQUIREMENTS.
- WHEN THE SEWER IS AT THE MINIMUM VERTICAL CLEARANCE BELOW THE WATER MAIN (500mm) MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 1000mm. THIS MINIMUM HORIZONTAL CLEARANCE CAN BE PROGRESSIVELY REDUCED TO 600mm AS THE VERTICAL CLEARANCE INCREASES TO 750mm.
- CLEARANCE FROM KERBS SHALL BE MEASURED FROM THE NEAREST POINT OF THE KERB.

MC No.	INLET 1 HORIZONTAL BEND (DEG)	INLET 1 GRADE	INLET 2 HORIZONTAL BEND (DEG)	INLET 2 GRADE	OUTLET GRADE
MC3937	109.13	0.70%	-	-	1.30%
MC3938	182.06	2.68%	-	-	3.76%
MC3939	185.87	1.00%	-	-	1.49%
MC3940	187.29	1.10%	-	-	1.00%
MC3941	184.79	8.14%	-	-	7.71%
MC3942	180.00	5.57%	-	-	8.14%
MC3943	183.44	7.41%	-	-	0.71%
MC3944	175.54	0.71%	-	-	7.63%
MC3945	187.49	3.39%	270.2	3.41%	0.71%
MC3946	280.37	2.98%	-	-	3.39%
MC3947	185.64	1.74%	-	-	1.24%
MC3948	264.74	6.95%	-	-	1.74%
MC3949	90.00	3.92%	180.00	3.00%	3.41%
MC3950	184.46	2.84%	-	-	2.68%
MC3951	191.02	1.27%	-	-	1.30%



**MAINTENANCE CHAMBER DIAGRAM**  
 (REFER TO TABLE FOR PARAMETERS)

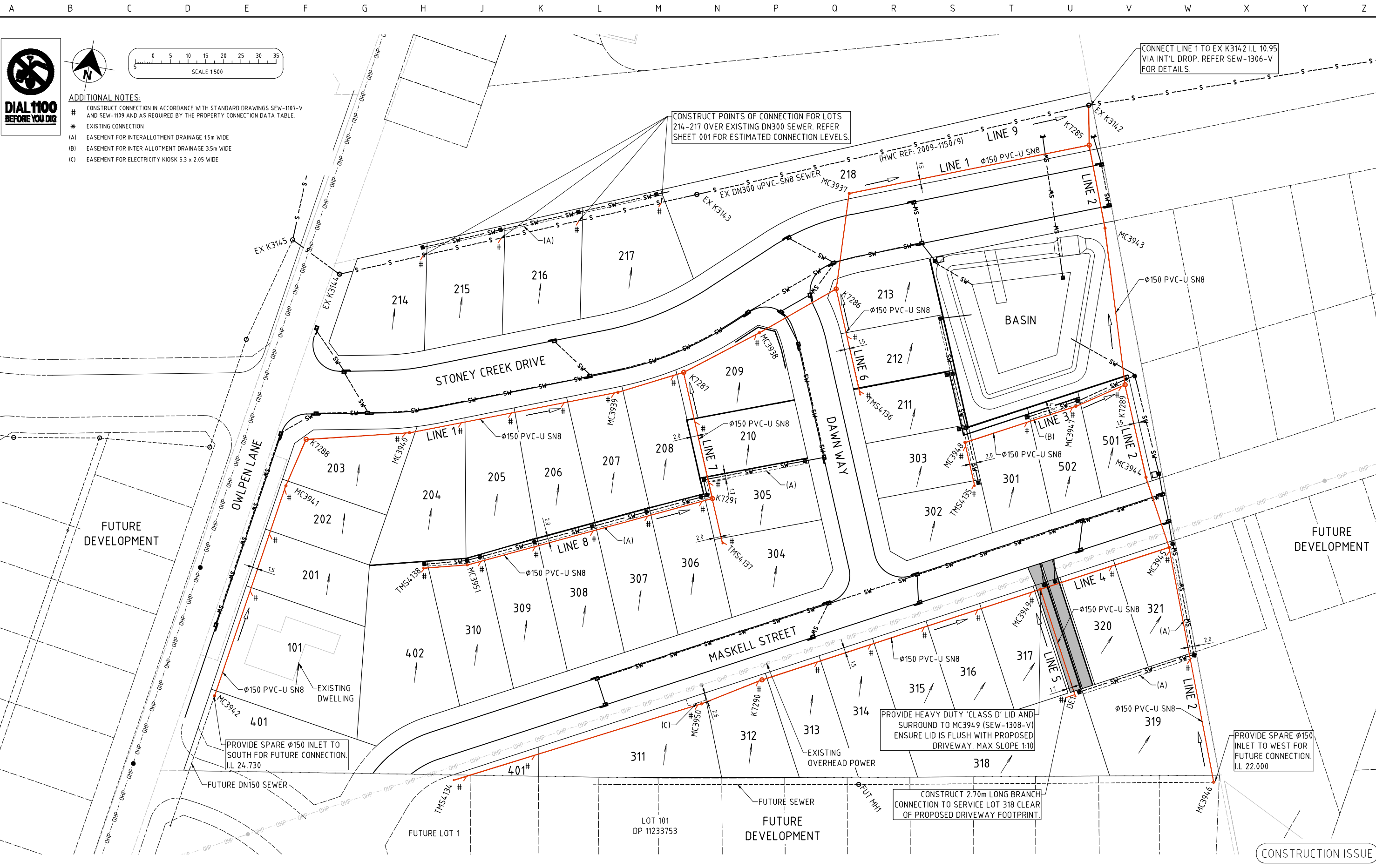
OWNER		AFFECTED LAND	
NAME	ADDRESS	LOT/DP	ADDRESS
BRADHIL PTY LTD		101/1233753	63 OWLPEN LANE, FARLEY

PIPE SIZE (MM)	PIPE TYPE	LENGTH (M)	MAINTENANCE STRUCTURES (NO OFF)			
			MH	MC	TMS	DE
150	PVC-U SN8	1002				
BRANCHES			3			
TOTAL			1005	7	15	5

**CONSTRUCTION ISSUE**

CONSULTANT DETAILS:		 GCA ENGINEERING SOLUTIONS ABN 92 086 017 745		LEVEL 1, 1 HARTLEY DRIVE (PO BOX 3337) THORNTON NSW 2322  PH: (02) 4964 1811				DESIGNED: DB DATE: 27/06/22 COMPANY: GCA DRAWN: DB DATE: 27/06/22 COMPANY: GCA CHECKED: AS DATE: 27/06/22 COMPANY: GCA APPROVED: AS DATE: 27/06/22 COMPANY: GCA		TITLE: 2021-1873  <b>PROPOSED SEWERMAINS                  59 OWLPEN LANE, FARLEY</b>	
00	CONSTRUCTION ISSUE	KS	14/11/22	CONSULTANT REFERENCE No.		22101		SIZE: A1 SCALE: INDEX No. DRAWING No. SHEET 001 REV No. 00			
0A	FIRST DRAFT	DB	27/06/22								
REVISION DETAILS		DATE									





- ADDITIONAL NOTES:**
- # CONSTRUCT CONNECTION IN ACCORDANCE WITH STANDARD DRAWINGS SEW-1107-V AND SEW-1109 AND AS REQUIRED BY THE PROPERTY CONNECTION DATA TABLE.
  - \* EXISTING CONNECTION
  - (A) EASEMENT FOR INTERALLOTMENT DRAINAGE 15m WIDE
  - (B) EASEMENT FOR INTER ALLOTMENT DRAINAGE 3.5m WIDE
  - (C) EASEMENT FOR ELECTRICITY KIOSK 5.3 x 2.05 WIDE

No.	REVISION DETAILS	DWN	DATE
00	CONSTRUCTION ISSUE	KS	14/11/22
0A	FIRST DRAFT	DB	27/06/22

**CONSULTANT DETAILS:**

GCA ENGINEERING SOLUTIONS  
ABN 92 086 017 745

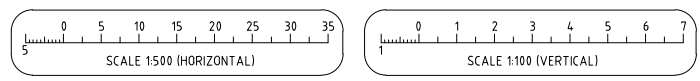
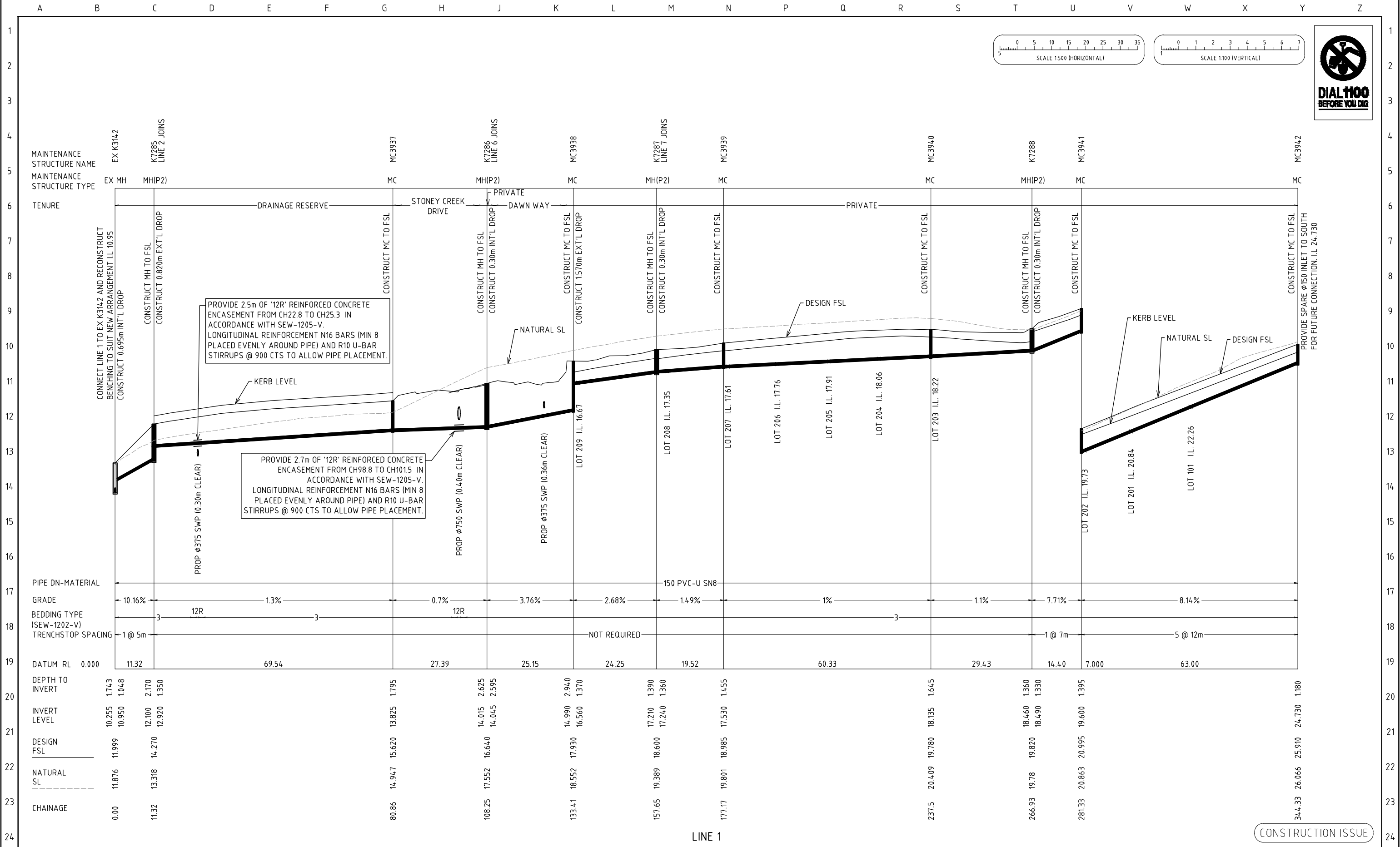
LEVEL 1, 1 HARTLEY DRIVE  
(PO BOX 3337)  
THORNTON NSW 2322

PH: (02) 4964 1811

CONSULTANT REFERENCE No. 22101



DESIGNED: DB	DATE: 27/06/22	COMPANY: GCA	TITLE: 2021-1873
DRAWN: DB	DATE: 27/06/22	COMPANY: GCA	PROPOSED SEWERMAINS 59 OWLPEN LANE, FARLEY
CHECKED: AS	DATE: 27/06/22	COMPANY: GCA	
APPROVED: AS	DATE: 27/06/22	COMPANY: GCA	
SIZE: A1	SCALE: 1:500	INDEX No.	DRAWING No.
			SHEET 002
			REV No. 00



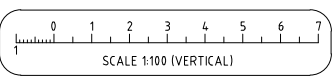
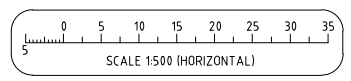
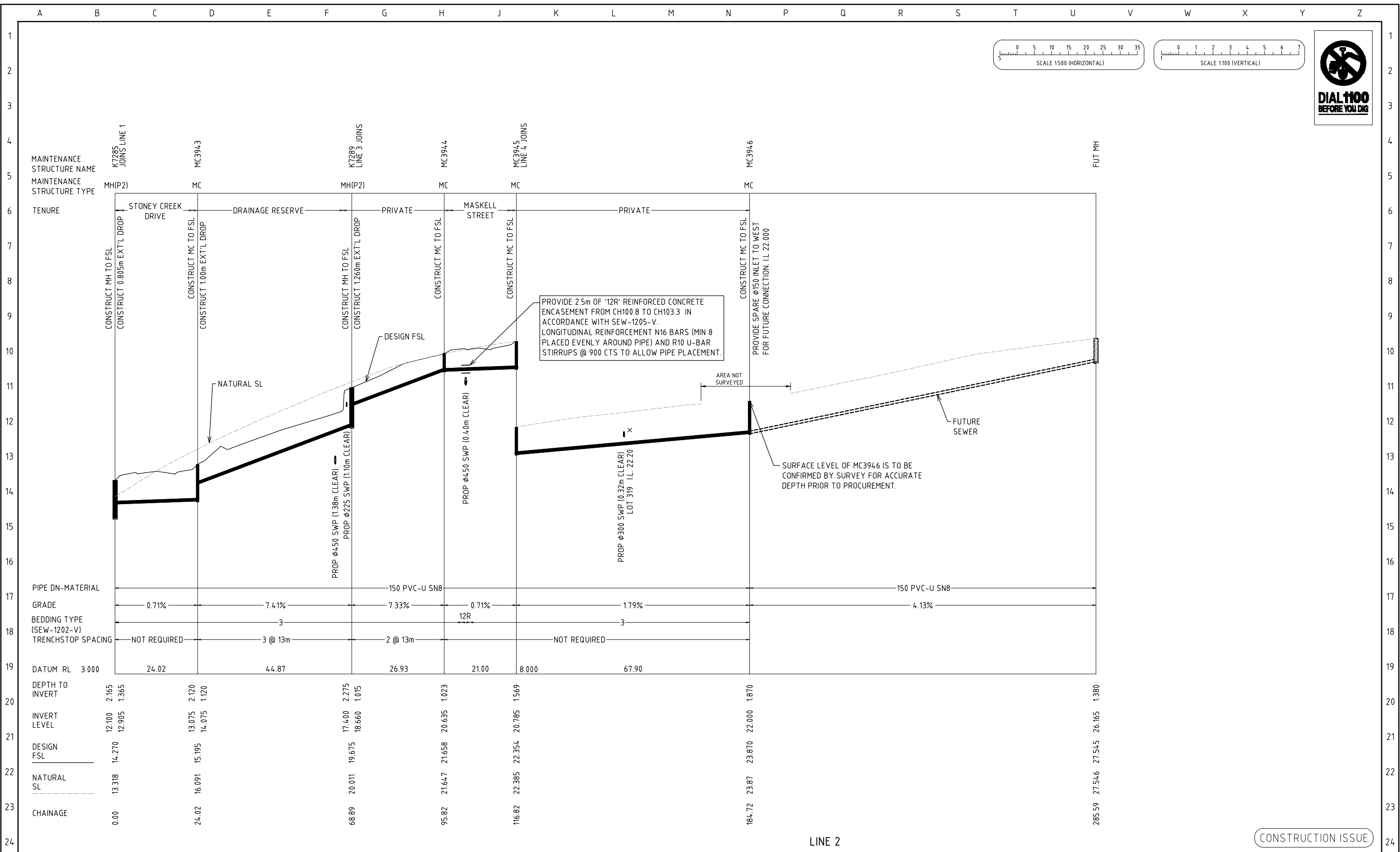
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0A	FIRST DRAFT	DB	27/06/22
No.	REVISION DETAILS	DWN	DATE

CONSULTANT DETAILS:  
**GCA**  
 ENGINEERING SOLUTIONS  
 GCA ENGINEERING SOLUTIONS  
 ABN 92 086 017 745  
 PH: (02) 4964 1811



DESIGNED:	DATE:	COMPANY:
DB	27/06/22	GCA
DRAWN:	DATE:	COMPANY:
DB	27/06/22	GCA
CHECKED:	DATE:	COMPANY:
AS	27/06/22	GCA
APPROVED:	DATE:	COMPANY:
AS	27/06/22	GCA

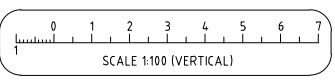
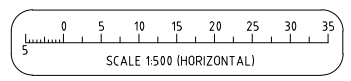
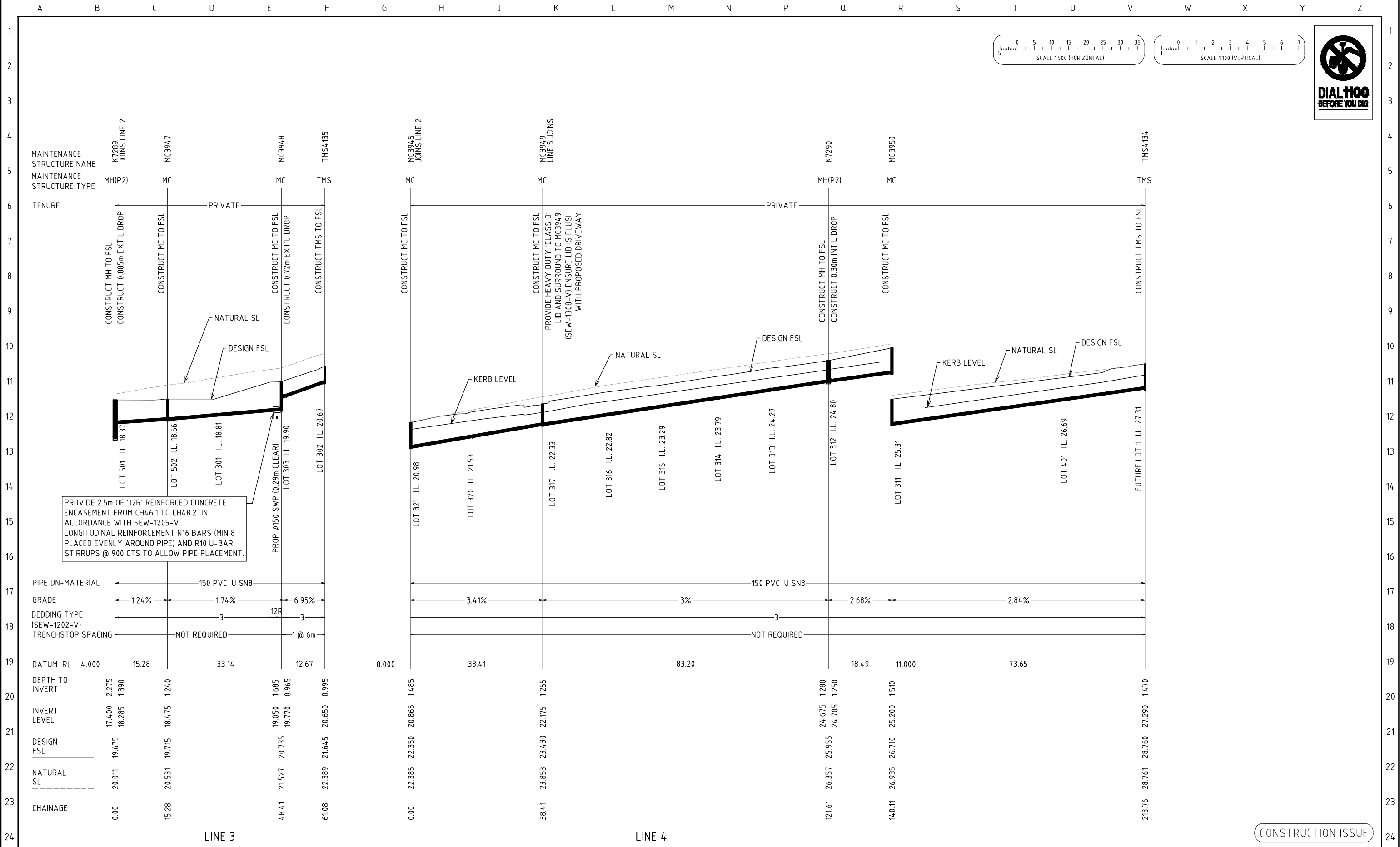
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PROPOSED SEWERMAINS 59 OWLPEN LANE, FARLEY	
SIZE:	A1
SCALE:	1:100/1:500
INDEX No.	
DRAWING No.	
SHEET	003
REV No.	00



**LINE 2**

CONSTRUCTION ISSUE

<table border="1"> <tr> <td>DESIGNED:</td> <td>DB</td> <td>DATE:</td> <td>27/06/22</td> <td>COMPANY:</td> <td>GCA</td> </tr> <tr> <td>DRAWN:</td> <td>DB</td> <td>DATE:</td> <td>27/06/22</td> <td>COMPANY:</td> <td>GCA</td> </tr> <tr> <td>CHECKED:</td> <td>AS</td> <td>DATE:</td> <td>27/06/22</td> <td>COMPANY:</td> <td>GCA</td> </tr> <tr> <td>APPROVED:</td> <td>AS</td> <td>DATE:</td> <td>27/06/22</td> <td>COMPANY:</td> <td>GCA</td> </tr> </table>		DESIGNED:	DB	DATE:	27/06/22	COMPANY:	GCA	DRAWN:	DB	DATE:	27/06/22	COMPANY:	GCA	CHECKED:	AS	DATE:	27/06/22	COMPANY:	GCA	APPROVED:	AS	DATE:	27/06/22	COMPANY:	GCA	<table border="1"> <tr> <td>TITLE:</td> <td>2021-1873</td> </tr> <tr> <td colspan="2"> <b>PROPOSED SEWERMAINS 59 OWLPEN LANE, FARLEY</b> </td> </tr> <tr> <td>SIZE:</td> <td>A1</td> </tr> <tr> <td>SCALE:</td> <td>1:100/1:500</td> </tr> <tr> <td>INDEX No.</td> <td></td> </tr> <tr> <td>DRAWING No.</td> <td></td> </tr> <tr> <td>SHEET</td> <td>004</td> </tr> <tr> <td>REV No.</td> <td>00</td> </tr> </table>		TITLE:	2021-1873	<b>PROPOSED SEWERMAINS 59 OWLPEN LANE, FARLEY</b>		SIZE:	A1	SCALE:	1:100/1:500	INDEX No.		DRAWING No.		SHEET	004	REV No.	00
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PROVIDE 2.5m OF '12R' REINFORCED CONCRETE ENCASEMENT FROM CH4.6.1 TO CH4.8.2 IN ACCORDANCE WITH SEW-1205-V. LONGITUDINAL REINFORCEMENT N16 BARS (MIN 8 PLACED EVENLY AROUND PIPE) AND R10 U-BAR STIRRUPS @ 900 CTS TO ALLOW PIPE PLACEMENT.

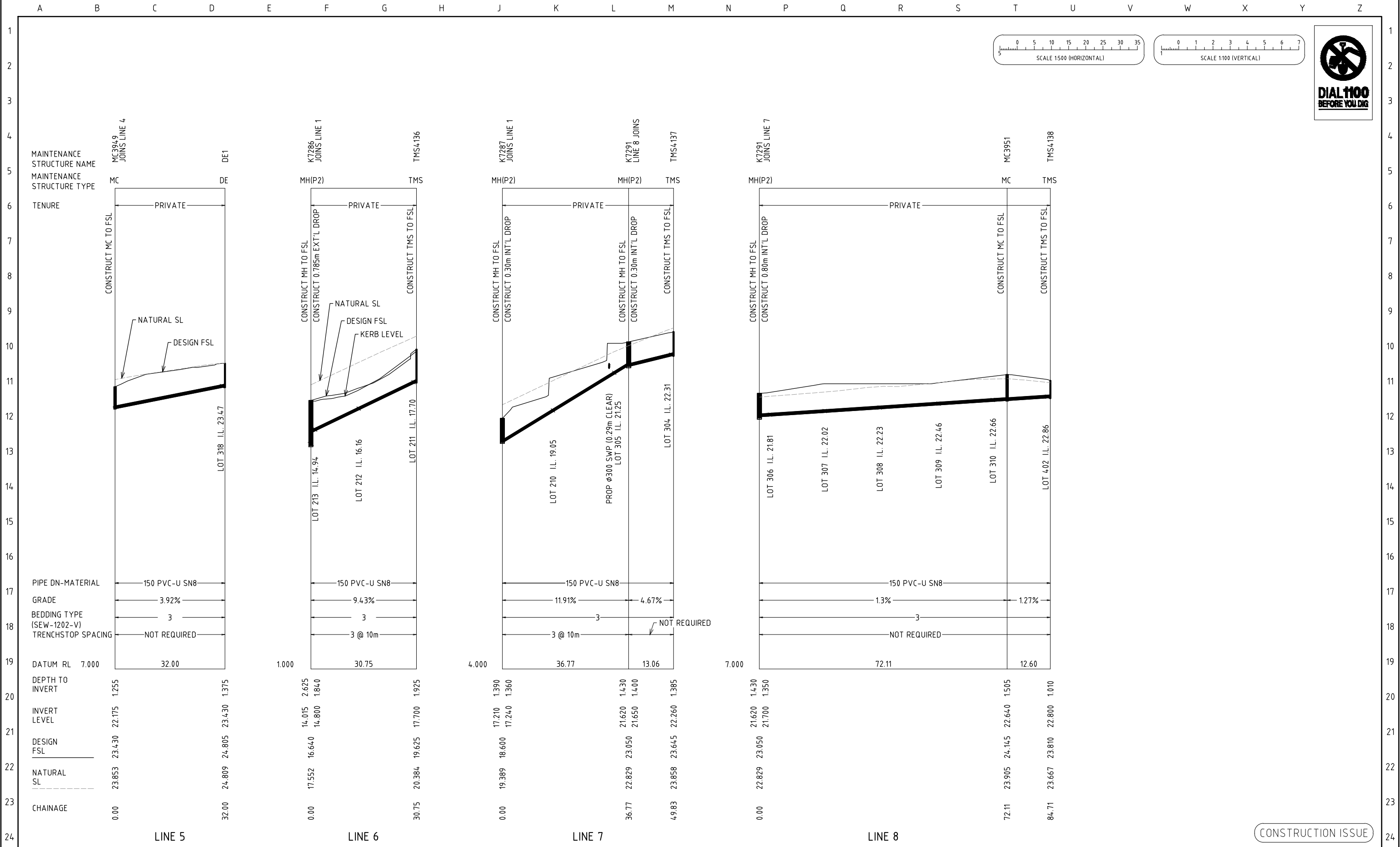
PIPE DN-MATERIAL	150 PVC-U SN8			
GRADE	1.24%	1.74%	6.95%	
BEDDING TYPE (SEW-1202-V)	3		12R	3
TRENCHSTOP SPACING	NOT REQUIRED			
DATUM RL	4.000	15.28	33.14	12.67
DEPTH TO INVERT	2.275	1.390	1.240	
INVERT LEVEL	17.400	18.285	18.475	19.050
DESIGN FSL	19.675	19.715	20.735	19.770
NATURAL SL	20.011	20.531	21.527	22.389
CHAINAGE	0.00	15.28	48.41	61.08

PIPE DN-MATERIAL	150 PVC-U SN8			
GRADE	3.41%	3%	2.68%	2.84%
BEDDING TYPE (SEW-1202-V)	3			
TRENCHSTOP SPACING	NOT REQUIRED			
DATUM RL	8.000	38.41	83.20	18.49
DEPTH TO INVERT	1.485	1.255	1.280	1.510
INVERT LEVEL	20.865	22.175	24.675	25.200
DESIGN FSL	22.350	23.430	25.955	26.710
NATURAL SL	22.385	23.853	26.357	26.935
CHAINAGE	0.00	38.41	121.61	140.11

LINE 3 LINE 4 CONSTRUCTION ISSUE

CONSULTANT DETAILS: LEVEL 1, 1 HARTLEY DRIVE (PO BOX 3337) THORNTON NSW 2322 GCA ENGINEERING SOLUTIONS ABN 92 086 017 745 PH: (02) 4964 1811		DESIGNED: DB DATE: 27/06/22 COMPANY: GCA		TITLE: 2021-1873	
		DRAWN: DB DATE: 27/06/22 COMPANY: GCA		PROPOSED SEWERMAINS 59 OWLPEN LANE, FARLEY	
00 CONSTRUCTION ISSUE KS 14/11/22		CHECKED: AS DATE: 27/06/22 COMPANY: GCA		SIZE: A1 SCALE: 1:100/1:500 INDEX No.	
0A FIRST DRAFT DB 27/06/22		APPROVED: AS DATE: 27/06/22 COMPANY: GCA		DRAWING No.	
No. REVISION DETAILS DWN DATE		CONSULTANT REFERENCE No. 22101		SHEET 005 REV No. 00	



CONSTRUCTION ISSUE

00	CONSTRUCTION ISSUE	KS	14/11/22
0A	FIRST DRAFT	DB	27/06/22
No.	REVISION DETAILS	DWN	DATE

CONSULTANT DETAILS:

**GCA**  
ENGINEERING SOLUTIONS

LEVEL 1, 1 HARTLEY DRIVE  
(PO BOX 3337)  
THORNTON NSW 2322

GCA ENGINEERING SOLUTIONS  
ABN 92 086 017 745

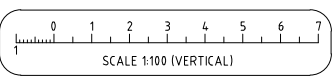
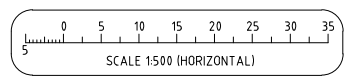
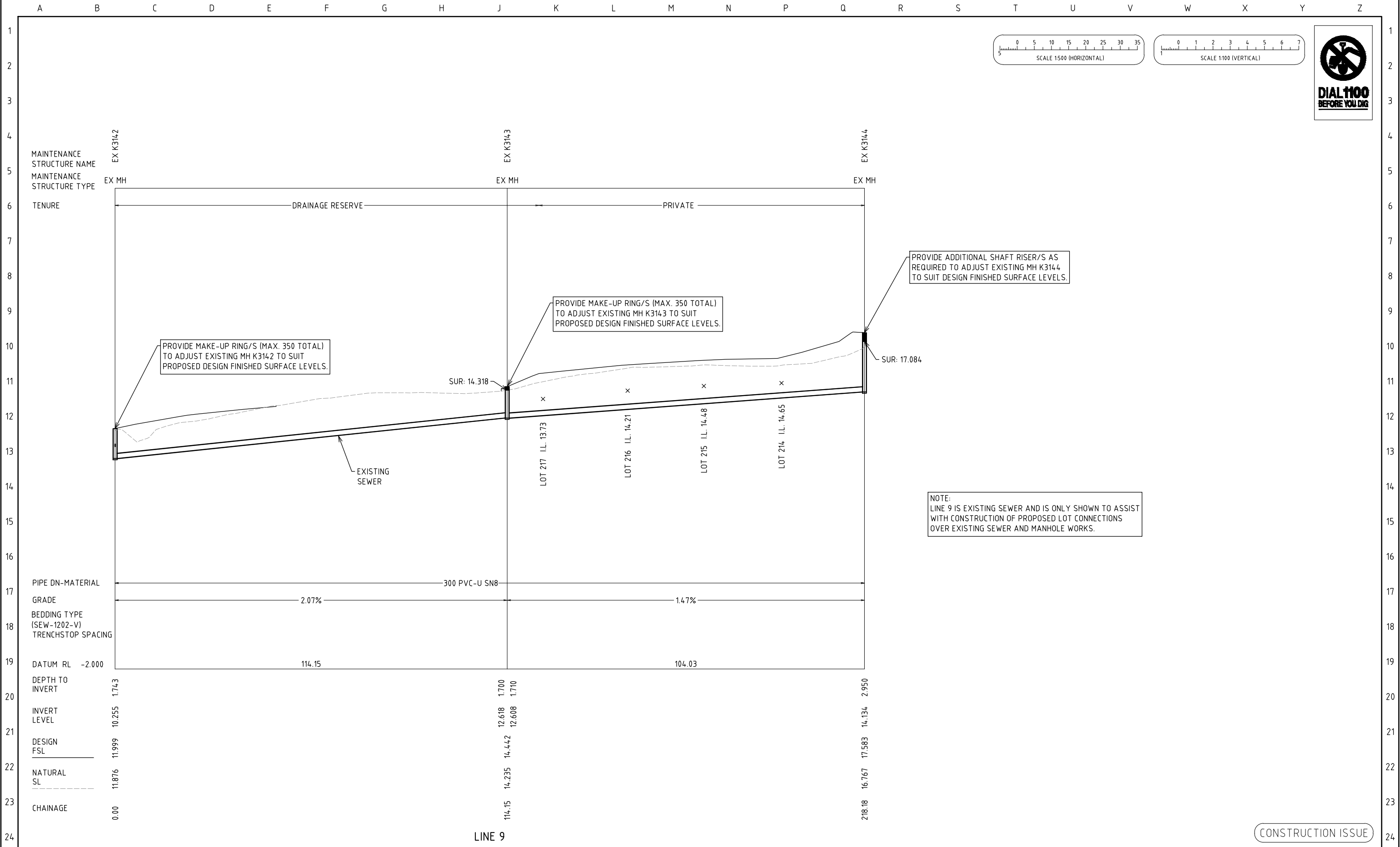
PH: (02) 4964 1811

CONSULTANT REFERENCE No. 22101



DESIGNED: DB	DATE: 27/06/22	COMPANY: GCA	TITLE: 2021-1873
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CHECKED: AS	DATE: 27/06/22	COMPANY: GCA	
APPROVED: AS	DATE: 27/06/22	COMPANY: GCA	SIZE: A1
			SCALE: 1:100/1:500
			INDEX No.
			DRAWING No.
			SHEET 006
			REV No. 00

VERSION 4




PROVIDE MAKE-UP RING/S (MAX. 350 TOTAL) TO ADJUST EXISTING MH K3142 TO SUIT PROPOSED DESIGN FINISHED SURFACE LEVELS.

PROVIDE MAKE-UP RING/S (MAX. 350 TOTAL) TO ADJUST EXISTING MH K3143 TO SUIT PROPOSED DESIGN FINISHED SURFACE LEVELS.

PROVIDE ADDITIONAL SHAFT RISER/S AS REQUIRED TO ADJUST EXISTING MH K3144 TO SUIT DESIGN FINISHED SURFACE LEVELS.

NOTE:  
LINE 9 IS EXISTING SEWER AND IS ONLY SHOWN TO ASSIST WITH CONSTRUCTION OF PROPOSED LOT CONNECTIONS OVER EXISTING SEWER AND MANHOLE WORKS.

CONSTRUCTION ISSUE

<b>CONSULTANT DETAILS:</b>  GCA ENGINEERING SOLUTIONS ABN 92 086 017 745 LEVEL 1, 1 HARTLEY DRIVE (PO BOX 3337) THORNTON NSW 2322 PH: (02) 4964 1811				DESIGNED: DB DATE: 27/06/22 COMPANY: GCA		TITLE: 2021-1873	
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0A FIRST DRAFT DWN 27/06/22				CHECKED: AS DATE: 27/06/22 COMPANY: GCA		APPROVED: AS DATE: 27/06/22 COMPANY: GCA	
No. REVISION DETAILS DATE				CONSULTANT REFERENCE No. 22101		SIZE: A1 SCALE: 1:100/1:500 INDEX No. DRAWING No. SHEET 007 REV No. 00	



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 5/514629

SEARCH DATE	TIME	EDITION NO	DATE
17/11/2021	11:23 AM	5	26/3/2020

LAND

LOT 5 IN DEPOSITED PLAN 514629  
AT FARLEY  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF HEDDON COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP514629

FIRST SCHEDULE

TOMHIL DEVELOPMENTS PTY LTD (T AP9221)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AP9222 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 3 AP991009 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

NOTATIONS

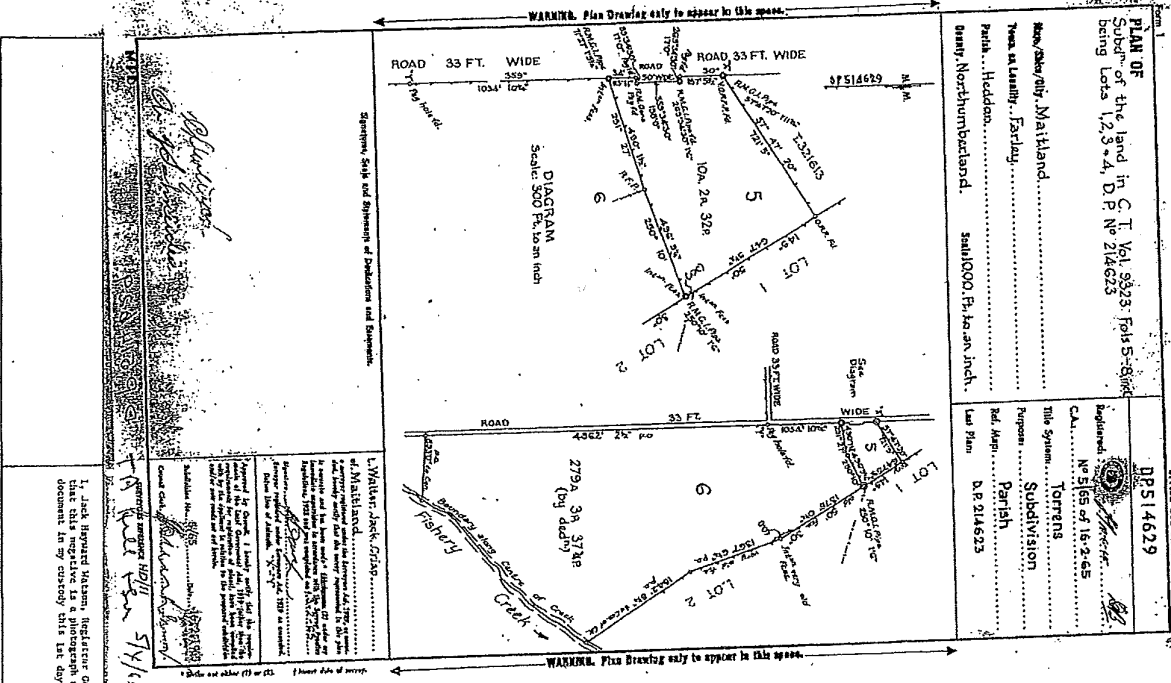
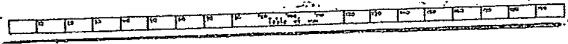
UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

40647

PRINTED ON 17/11/2021

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



**PLAN OF**  
**Subject of the land in G.T. Vol. 8923, Folio S-8046**  
**Being Lots 1, 2, 3 & 4, D.P. No 214629**

**Area/County, Mainland**  
**Town or Locality, Parley**  
**Parish, Heddern**  
**County, Northumberland**

**Scale 1000 Ft. to an inch.**

**DP 514629**

**Registered:**  
 C.A. No 5165 of 18.2.65  
 Title System: Torrens  
 Purpose: Subdivision  
 Parish  
 Ref. Map: DP 214623  
 Lat Plan: DP 214623

*[Handwritten signature]*  
 I, Jack Ingham Mason, Registrar General for New South Wales, certify that this is a true and correct copy of the original plan as deposited in my custody this 14th day of April, 1976.

*[Handwritten signature]*  
 I, Jack Ingham Mason, Registrar General for New South Wales, certify that this is a true and correct copy of the original plan as deposited in my custody this 14th day of April, 1976.

**CONVERSION TABLE ADDED IN REGISTERAL GENERAL'S DEPARTMENT**

FEET INCHES	METERS
1	0.3048
1 1/2	0.4572
2	0.6096
3	0.9144
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120	36.5760
125	38.1000
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145	44.1960
150	45.7200
155	47.2440
160	48.7680
165	50.2920
170	51.8160
175	53.3400
180	54.8640
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190	57.9120
195	59.4360
200	60.9600
205	62.4840
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220	67.0560
225	68.5800
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235	71.6280
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245	74.6760
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255	77.7240
260	79.2480
265	80.7720
270	82.2960
275	83.8200
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375	114.3000
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990	301.7520
995	303.2760
1000	304.8000





Form: 11R  
Release: 4-3

**REQUEST**  
New South Wales  
Real Property Act 1900



**AP991009W**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) **STAMP DUTY** If applicable. Revenue NSW use only

(B) **TORRENS TITLE** See Annexure A

(C) **REGISTERED DEALING**

Number	Torrens Title
	5/514629

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
<b>28A</b> LLPN: 124247U Reference: 79049980 HUNTER	SAI GLOBAL Property DX 885 SYDNEY 02 9210 0700	<b>R</b>

(E) **APPLICANT** Minister for Planning and Public Spaces for the State of New South Wales

(F) **NATURE OF REQUEST** Application for registration of a Planning Agreement on title under section 7.6 of the Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST**

That the Planning Agreement, provided in Annexure "B" attached, is registered on the title of the folios for the land referred to in Annexure "A".

**DATE**

(H) I certify that I am an eligible witness and that an authorised officer of the applicant signed this dealing in my presence. [See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:	Signature of authorised officer:
Name of witness: See Annexure A	Authorised officer's name: See Annexure A
Address of witness:	Authority of officer:
	Signing on behalf of:

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The \_\_\_\_\_ certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. \_\_\_\_\_ Full name: \_\_\_\_\_ Signature: \_\_\_\_\_

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.  
ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 1 of 33 1708

cc 126763

Annexure A to Register Planning Agreement on 5/514629

Parties:

Applicant: Minister for Planning and Public Spaces for the State of New South Wales  
Registered Proprietor: Tomhil Developments Pty Ltd

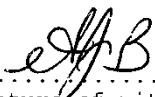
Dated:

Schedule of Titles:

Lot 5 in Deposited Plan 514629

I certify that I am an eligible witness and that an authorised officer of the applicant signed this dealing in my presence.

Certified correct for the purposes of the Real Properties Act 1900 by the authorised officer named below.



.....  
Signature of witness

AMANDA BEAUMONT  
.....  
Name of witness

12 Darcy St Parramatta  
.....  
Address of witness



.....  
Signature of authorised officer

BRETT WHITWORTH  
.....  
Authorised officer's name

MINISTER FOR PLANNING AND PUBLIC SPACES  
.....  
Authority of officer:  
Signing on behalf of:

Annexure **A** to Register Planning Agreement on 5/514629


Parties:

Applicant: Minister for Planning and Public Spaces for the State of New South Wales  
Registered Proprietor: Tomhil Developments Pty Ltd

Dated:

Certified correct for the purpose of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified:

Company: Tomhil Developments Pty Ltd ACN 627 386 501  
Authority: Section 127 of the Corporations Act 2001

  
.....  
Signature of authorised person

BRADLEY STEWART EZERET  
.....  
Name of authorised person

DIRECTOR  
.....  
Office held

  
.....  
Signature of authorised person

Hilton Brugean  
.....  
Name of authorised person

Director  
.....  
Office held

## Planning Agreement

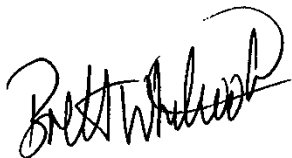
### Environmental Planning and Assessment Act 1979

59 Owlpen Lane, Farley 2320

Farley URA

Minister for Planning and Public Spaces (ABN 20 770 707 468)

Tomhil Developments Pty Ltd (ACN 627 386 501) in its capacity as trustee of  
Tomhil Developments Unit Trust



SVPA2019-3 – Tomhil Developments Pty Ltd (ACN 627 386 501) in its capacity as trustee of the Tomhil  
Developments Unit Trust


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This deed is dated

12 March 2020



**Parties:**

**Minister**

**Minister for Planning and Public Spaces** (ABN 20 770 707 468)  
of Level 15, 52 Martin Place, Sydney, New South Wales 2000

**Developer**

**Tomhil Developments Pty Ltd** (ACN 627 386 501) in its capacity as trustee of Tomhil Developments Unit Trust of 1 Hartley Drive, Thornton, New South Wales 2322

**Introduction:**

- A** The Developer owns the Land.
- B** The Developer proposes to carry out the Development on the Land.
- C** The Developer's consultant has made a Development Application to the Consent Authority in respect of the Land.
- D** Clause 6.1 of the LEP provides that the Consent Authority must not grant Development Consent to the Development unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of designated State infrastructure referred to in clause 6.1 of the LEP.
- E** The Developer has offered to enter into this deed with the Minister to secure the Development Contribution in order to enable the Secretary to provide the certification required by the LEP.

**It is agreed:**

**1. Definitions and interpretation**

**1.1 Definitions**

In this deed, unless the context clearly indicates otherwise:

**Act** means the *Environmental Planning and Assessment Act 1979* (NSW).

**Address for Service** means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

**Authority** means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

**Bank Guarantee** means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

**Base CPI** means the CPI number for the quarter ending 31 March 2019.



**Business Day** means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

**CoRD Holder Consent** means the electronic document lodged through an ELNO that provides consent to the registration of instruments and plans.

**Consent Authority** has the same meaning as in the Act.

**Contribution Amount** means the amount of the monetary contribution to be paid by the Developer as described in Schedule 4.

**CPI** means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician, or if that index no longer exists, any similar index that the Minister specifies, in his or her sole discretion, for the purposes of this deed.

**CPI Adjustment Date** means 1 July 2020 and each anniversary of 1 July 2020.

**Current CPI** means the CPI number for the quarter ending before 31 March in the year in which the relevant adjustment is made.

**Dealing** means in relation to the Land, to sell, transfer, assign, mortgage, charge, dispose, encumber or otherwise deal with the Land in whole or part.

**Development** means the proposed subdivision of the Land in four stages into approximately 44 residential lots, two ancillary development lots, a drainage reserve and associated infrastructure generally in accordance with the plan in Schedule 7 and DA 2019/707 lodged with Maitland City Council.

**Development Application** has the same meaning as in the Act.

**Development Consent** has the same meaning as in the Act.

**Development Contribution** means the contributions to be provided by the Developer in accordance with Schedule 4.

**ELNO** has the same meaning as in *the Electronic Conveyancing National Law (NSW)*.

**Explanatory Note** means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

**General Register of Deeds** means the land register maintained under the *Conveyancing Act 1919 (NSW)* and so titled.

**GST** means any form of goods and services tax payable under the GST Legislation.

**GST Legislation** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**Insurance Bond** means an irrevocable and unconditional undertaking:

- (a) by an Insurance Company which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.



**Insurance Company** means an insurance company authorised under the *Insurance Act 1973* and who is subject to prudential supervision by Australian Prudential Regulatory Authority.

**Land** means the land described in Schedule 3.

**LEP** means *Maitland Local Environmental Plan 2011*.

**Mediation Program** means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

**Minister** means the Minister for Planning and Public Spaces and includes the Secretary and the Secretary's nominee.

**Planning Application** means:

- (a) a Development Application; or
- (b) any other application required under the Act,

which seeks approval for the subdivision of the Land.

**Real Property Act** means the *Real Property Act 1900* (NSW).

**Register** means the Torrens title register maintained under the Real Property Act.

**Regulation** means the *Environmental Planning and Assessment Regulation 2000* (NSW).

**Satisfactory Arrangements Certificate** means a certificate issued by the Secretary that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure in accordance with clause 6.1 of the LEP.

**Secretary** means the Secretary of the Department of Planning, Industry and Environment.

**Security** means a Bank Guarantee or an Insurance Bond.

**SIC Amount** means the amount of a monetary contribution calculated in accordance with a Special Infrastructure Contribution that would be payable for a stage of the subdivision authorised by the relevant Development Consent had section 7.24 of the Act not been excluded by this deed.

**Subdivision Certificate** has the same meaning as in the Act.

**Tax** means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

## 1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, a **schedule** or an **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** and **annexures** form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

## **2. Operation and application of this deed**

### **2.1 Operation**

This deed commences on the date that this deed is signed by all the parties.

### **2.2 Planning agreement under the Act**

This deed constitutes a planning agreement within the meaning of section 7.4 of the Act and the parties agree on the matters set out in Schedule 1.

### **2.3 Application**

This deed applies to:

- (a) the Land; and
- (b) the Development.

### **3. Application of sections 7.11, 7.12 and 7.24 of the Act**

The application of sections 7.11, 7.12 and 7.24 of the Act are excluded to the extent stated in Schedule 1.

### **4. Development Contribution**

#### **4.1 Developer to provide Development Contribution**

The Developer undertakes to provide to the Minister, or the Minister's nominee, the Development Contribution in accordance with the provisions of Schedule 4 to this deed.

#### **4.2 Special Infrastructure Contribution**

- (a) This clause applies where:
  - (i) the Minister determines a special infrastructure contribution (SIC) under section 7.23 of the Act for a special contributions area that includes any part of the Land (SIC Determination); and
  - (ii) the SIC Determination takes effect on or after the commencement of this deed, but before the Development Contribution has been paid in full.
- (b) If the SIC Amount for a stage of the subdivision authorised by the relevant Development Consent is less than the Contribution Amount that would otherwise be payable under this deed for that stage, then:
  - (i) the Developer is required to pay only the SIC Amount; and
  - (ii) that amount is to be treated as the relevant Contribution Amount for the purposes of clause 4.1 and clauses 1(b) and 2(b) of Schedule 4.
- (c) Clause 4.2(b) applies only to a Contribution Amount that has not been paid and is not due and payable at the time the SIC Determination takes effect. To avoid doubt, the Minister is not required to refund or reimburse any part of the Development Contribution paid before that time.
- (d) In this clause 4.2, a reference to the SIC Amount for a stage of the subdivision authorised by the relevant Development Consent is a reference to the amount of the monetary contribution for that stage calculated in accordance with the SIC Determination, being the amount that would have been payable if the application of section 7.24 of the Act had not been excluded by this deed and the Development Consent had been granted on or after the SIC Determination took effect.

#### **4.3 Acknowledgement**

The Developer acknowledges and agrees that, subject to section 7.3 of the Act, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose despite any provision of this deed to the contrary and has no obligation to repay the Development Contribution; and

- (b) in circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

## **5. Interest**

### **5.1 Interest for late payment**

- (a) If the Developer fails to pay a Contribution Amount (as indexed in accordance with Schedule 4) due to the Minister on the due date for payment, the Developer must also pay to the Minister interest at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.
- (b) Interest is payable on the daily balance of amounts due from the due date for payment of those amounts until all outstanding amounts (including interest on those amounts) have been paid to the Minister.

## **6. Enforcement**

### **6.1 Developer to provide Security**

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by providing the Security to the Minister in accordance with the terms and procedures set out in Schedule 5.

## **7. Registration**

### **7.1 Registration of deed**

- (a) Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense is to take all practical steps and otherwise do anything to procure:
  - (i) the consent of each person, as required by the Registrar-General, who:
    - (A) has an estate or interest in the Land registered under the Real Property Act; or
    - (B) is seized or possessed of an estate or interest in the Land,to the registration of this deed on the title to the Land and to the terms of this deed; and
  - (ii) the execution of any documents;
  - (iii) the production of the relevant certificates of title or electronic lodgement of the relevant CoRD Holder Consents through an ELNO; and
  - (iv) the lodgement of this deed in a registrable form at the NSW Land Registry Services for registration by the Registrar-General in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.
- (b) The Developer will take all practical steps and otherwise do anything to procure the registration of this deed within three months of the date of this deed in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act, including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.

## **7.2 Evidence of registration**

- (a) The Developer must provide the Minister with evidence of the lodgement of this deed pursuant to clause 7.1(a)(iv) within 10 Business Days of such lodgement at the NSW Land Registry Services.
- (b) The Developer will provide the Minister with a copy of the relevant folio of the Register for the Land and a copy of the registered dealing containing this deed within 10 Business Days of registration of this deed.

## **7.3 Release and discharge of deed**

The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to any part of the Land upon the Developer satisfying all of its obligations under this deed in respect of that part of the Land.

## **7.4 Interest in Land**

The Developer represents and warrants that it is:

- (a) the owner of the Land; and
- (b) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 7.1(a)(i) to assist, cooperate and to otherwise do all things necessary for the Developer to comply with its obligations under clause 1.

## **7.5 Right to lodge caveat**

- (a) Subject to clause 7.5(b) until such time as this deed is registered on the title of the Land in accordance with clause 7.1, the Developer acknowledges that this deed confers on the Minister an interest in the Land and entitles the Minister to lodge and maintain a caveat on the title to the Land to prevent any Dealing in respect of the Land.
- (b) If the Minister lodges a caveat in accordance with clause 7.5(a), then the Minister will do all things reasonably necessary to:
  - (i) ensure that the caveat does not prevent or delay the registration of this deed; and
  - (ii) remove the caveat from the title to the Land promptly, following registration of this deed in accordance with clause 7.1.
- (c) If, after 10 Business Days of receipt of a copy of this deed executed by the Minister, the Developer has failed or has been unable to achieve the registration of this deed in accordance with clause 7.1, the Developer must pay the Minister's reasonable costs and expenses, including legal costs, of exercising the Minister's rights under clause 7.5(a) to lodge and withdraw a caveat(s) (as applicable).

## **8. Dispute Resolution**

### **8.1 Not commence**

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

### **8.2 Written notice of dispute**

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

### **8.3 Attempt to resolve**

On receipt of notice under clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

### **8.4 Mediation**

If the parties do not agree within 21 Business Days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

### **8.5 Court proceedings**

If the dispute is not resolved within 60 Business Days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

### **8.6 Not use information**

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

### **8.7 No prejudice**

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

## **9. GST**

### **9.1 Definitions**

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

### **9.2 Intention of the parties**

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

### 9.3 Reimbursement

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

### 9.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.

### 9.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this deed (the **GST Amount**), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a tax invoice to the Minister.

### 9.6 Non monetary consideration

Clause 9.5 applies to non-monetary consideration.

### 9.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 9.5 the Developer must assume the Minister is not entitled to any input tax credit.

### 9.8 No merger

This clause does not merge on completion or termination of this deed.

## 10. Assignment and transfer

### 10.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or novate its obligations (**Assigning Party**) must seek the consent of the Minister and:
  - (i) satisfy the Minister (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Assigning Party's obligations under this deed insofar as those obligations are to be novated to the Incoming Party;
  - (ii) procure the execution of an agreement by the Incoming Party with the Minister on terms satisfactory to the Minister (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this deed as though the Incoming Party were the Assigning Party; and

- (iii) satisfy the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Assigning Party must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.1.

## 10.2 Right to transfer Land

- (a) The Developer must not sell or transfer to another person (**Transferee**) the whole or part of any part of the Land:
  - (i) on which this deed remains registered under section 7.6 of the Act; or
  - (ii) for which the Development Contribution required under this deed remains outstanding.
- (b) Notwithstanding clause 10.2(a) the Developer may sell or transfer the whole or any part of the Land to a Transferee if prior to the proposed sale or transfer the Developer:
  - (i) satisfies the Minister, acting reasonably, that the proposed Transferee has sufficient assets, resources and expertise required to perform any of the remaining obligations of the Developer under this deed or satisfies the Minister, acting reasonably, that the Developer will continue to be bound by the terms of this deed after the transfer has been effected;
  - (ii) procures the execution of an agreement by the Transferee with the Minister on terms satisfactory to the Minister, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee were the Developer; and
  - (iii) satisfies the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (c) The Developer must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.2.

## 10.3 Replacement Security

Provided that:

- (a) the Developer has complied with clause 10.1 and 10.2; and
- (b) the Transferee or Incoming Party (as the case may be) has provided the Minister with a replacement Security in accordance with the requirements of Schedule 5 and on terms acceptable to the Minister,

the Minister will promptly return the Security to the Developer.

## 11. Capacity

### 11.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.



## 11.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

## 11.3 Trustee Developer

- (a) Tomhil Developments Pty Ltd (ACN 627 386 501) (**Trustee**) enters into this deed in its capacity as the trustee for the Tomhil Developments Unit Trust (**Trust**) constituted by a trust deed (**Trust Deed**). The Trustee:
- (i) warrants that:
    - (A) it is the sole trustee of the Trust and no action has been taken to remove or replace it;
    - (B) entry into this deed is for the benefit of the beneficiaries of the Trust and as trustee it is authorised and empowered under the Trust Deed to enter into and to perform its obligations and satisfy or discharge its liabilities under this deed;
    - (C) it is not in breach of the Trust Deed;
    - (D) it is entitled under the Trust Deed to be indemnified in full in respect of the obligations and liabilities incurred by it under this deed;
    - (E) it is not aware of any reason why the assets of the Trust might be insufficient to satisfy or discharge the obligations and liabilities incurred by it under this deed; and
    - (F) it has the power under the Trust Deed to execute and perform its obligations and discharge its liabilities under this deed and all necessary action has been taken to authorise the execution and performance of this deed under the Trust Deed; and
  - (ii) indemnifies the Minister, and agrees to keep the Minister indemnified, in respect of any loss or liability in any way connected with a breach of a warranty in clause 11.3(a)(i).
- (b) Prior to the Trustee being replaced as the trustee of the Trust in accordance with the Trust Deed:
- (i) the Trustee must procure that the replacement trustee enters into a new deed with the Minister on the same terms as this deed;
  - (ii) the Trustee (as outgoing trustee) must procure an agreement from the Minister, under which the Minister releases the Trustee from the requirement to observe and perform any future obligation under this deed;
  - (iii) the Trustee (as outgoing trustee) must release the Minister, from the requirement to observe and perform any future obligation under this deed; and
  - (iv) the Trustee (as the outgoing trustee) must pay the reasonable costs and expenses of the Minister in relation to entering into a new deed under this clause 11.3(b) and the costs and expenses of registering any new deed on the title to the Land.

- (c) Subject to clause 11.3(e), liability arising under or in connection with this deed (except under or in connection with clause 11.3(a) above) is limited and can be enforced against the Trustee only to the extent to which the Trustee, having sought indemnification to the maximum extent possible, is actually indemnified in respect of that liability out of the assets of the Trust. This limitation of the Trustee's liability extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- (d) No party to this deed or any person claiming through or on behalf of them will be entitled to:
  - (i) claim from or commence proceedings against the Trustee in respect of any liability in any capacity other than as the trustee of the Trust;
  - (ii) seek the appointment of a receiver, receiver and manager, liquidator, an administrator or any similar office-holder to the Trustee, or prove in any liquidation, administration or arrangement of or affecting the Trustee, except in relation to the assets of the Trust; or
  - (iii) enforce or seek to enforce any judgment in respect of a liability under this deed or otherwise against the Trustee in any capacity other than as Trustee of the Trust,except under or in connection with clause 11.3(a) above.
- (e) Notwithstanding any other provision of this deed, clauses 11.3(c) and 11.3(d) do not apply to any obligation or liability of the Trustee to the extent to which there is, in respect of that obligation or liability, whether under the Trust Deed or by operation of law, a reduction in the extent of the Trustee's indemnification, or loss of the Trustee's right of indemnification, out of the assets of the Trust as a result of Trustee's failure to properly perform its duties as trustee of the Trust.
- (f) Nothing in clause 11.3(e) will make the Trustee liable for any claim for an amount greater than the amount which the Minister would have been able to claim and recover from the assets of the Trust in relation to the relevant obligation or liability if the Trustee's right of indemnification, out of the assets of the Trust had not been prejudiced by the failure of the Trustee to properly perform its duties.

## 12. Reporting requirement

- (a) By 1 September each year or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report (in a format acceptable to the Secretary) for the period 1 July to 30 June of the preceding financial year which must include the following matters, as applicable:
  - (i) details of all Development Consents and Subdivision Certificates issued in relation to the Development;
  - (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
  - (iii) a forecast in relation to the anticipated progression and completion of the Development;
  - (iv) a compliance schedule showing the details of all Contribution Amounts provided under this deed as at the date of the report and indicating any non-compliance with this deed and the reason for the non-compliance; and

- (v) when the Developer expects to lodge the next Planning Application.
- (b) Upon the Secretary's request, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary are necessary for the Secretary to assess the status of the Development and the Developer's compliance with this deed.

### **13. General Provisions**

#### **13.1 Entire deed**

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

#### **13.2 Variation**

This deed must not be varied except by a later written document executed by all parties.

#### **13.3 Waiver**

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

#### **13.4 Further assurances**

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this deed.

#### **13.5 Time for doing acts**

- (a) If:
  - (i) the time for doing any act or thing required to be done; or
  - (ii) a notice period specified in this deed,expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

#### **13.6 Governing law and jurisdiction**

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

#### **13.7 Severance**

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

### **13.8 Preservation of existing rights**

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

### **13.9 No merger**

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, does not merge on the occurrence of that event but remains in full force and effect.

### **13.10 Counterparts**

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

### **13.11 Relationship of parties**

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

### **13.12 Good faith**

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

### **13.13 No fetter**

Nothing in this deed is to be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

### **13.14 Explanatory note**

The Explanatory Note must not be used to assist in construing this deed.

### **13.15 Expenses and stamp duty**

- (a) The Developer must pay its own and the Minister's reasonable valuation costs, legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (d) The Developer must provide the Minister with bank cheques, or an alternative method of payment if agreed with the Minister, in respect of the Minister's costs pursuant to clauses 13.15(a) and (b):

- (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
- (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

### 13.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
  - (i) hand delivered; or
  - (ii) sent by prepaid ordinary mail within Australia; or
  - (iii) in the case of a Notice to be given by the Minister or Secretary, sent by email.
- (b) A Notice is given if:
  - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
  - (ii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
  - (iii) sent by email:
    - (A) before 5 pm on a Business Day, on that Day;
    - (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or
    - (C) on a day that it is not a Business Day, on the next Business Day after it is sent, and the sender does not receive a delivery failure notice.

**Schedule 1**

**Table 1 - Requirements under section 7.4 of the Act (clause 2.2)**

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

<b>Requirement under the Act</b>	<b>This deed</b>
<p><b>Planning instrument and/or development application – (section 7.4(1))</b></p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make, a Development Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) No</p> <p>(b) Yes</p> <p>(c) Yes</p>
<p><b>Description of land to which this deed applies – (section 7.4(3)(a))</b></p>	See Schedule 3
<p><b>Description of development to which this deed applies – (section 7.4 (3)(b))</b></p>	See definition of Development in clause 1.1
<p><b>Description of change to the environmental planning instrument to which this deed applies – (section 7.4 (3)(b))</b></p>	Not applicable
<p><b>The scope, timing and manner of delivery of contribution required by this deed – (section 7.4 (3)(c))</b></p>	See Schedule 4
<p><b>Applicability of sections 7.11 and 7.12 of the Act – (section 7.4 (3)(d))</b></p>	The application of sections 7.11 and 7.12 of the Act is not excluded in respect of the Development.
<p><b>Applicability of section 7.24 of the Act – (section 7.4 (3)(d))</b></p>	The application of section 7.24 of the Act is excluded in respect of the Development.
<p><b>Consideration of benefits under this deed if section 7.11 applies – (section 7.4 (3)(e))</b></p>	No
<p><b>Mechanism for Dispute Resolution – (section 7.4(3)(f))</b></p>	See clause 8
<p><b>Enforcement of this deed – (section 7.4(3)(g))</b></p>	See clause 6
<p><b>No obligation to grant consent or exercise functions – (section 7.4(10))</b></p>	See clause 13.13

**Table 2 – Other matters**

<b>Requirement under the Act</b>	<b>This deed</b>
<b>Registration of the Planning Agreement – (section 7.6 of the Act)</b>	Yes (see clause 7)
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)</b>	No
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)</b>	No
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)</b>	Yes (see clause 3 of Schedule 4)

## Schedule 2

### Address for Service (clause 1.1)

#### Minister

**Contact:** The Secretary  
**Address:** Department of Planning, Industry and Environment  
320 Pitt Street  
SYDNEY NSW 2000  
**Email:** [planningagreements@planning.nsw.gov.au](mailto:planningagreements@planning.nsw.gov.au)

#### Developer

**Contact:** The Company Directors, Tomhil Developments Pty Ltd (ACN 627 386 501)  
in its capacity as trustee of Tomhil Developments Unit Trust  
**Address:** 1 Hartley Drive  
PO Box 3042  
THORNTON NSW 2322  
**Email:** [debg@hunterland.com.au](mailto:debg@hunterland.com.au)



**Schedule 3**

**Land (clause 1.1)**

**1. Lots proposed for development**

Lot	Deposited Plan	Folio Identifier
5	514629	5/514629

## Schedule 4

### Development Contribution (clause 4)

#### 1. Development Contribution

- (a) For the purposes of this Schedule, Net Developable Area, in relation to a part of the Land means the net developable area of that part as defined and determined in accordance with Schedule 6.
- (b) The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

Development Contribution	Value	Timing
Contribution Amount - Monetary contribution towards designated State public infrastructure	\$84,906 per hectare of Net Developable Area for any part of the Land to which a Subdivision Certificate application relates.	Pursuant to clause 3 of this Schedule 4

- (c) The Minister and Developer acknowledge and agree that the Development Contribution is the sum of the Contribution Amounts under this deed.

#### 2. Calculation of the value of a Contribution Amount

Each Contribution Amount will be an amount equal to the sum represented by "X" in the following formula:

$$X = N \times \$84,906$$

"N" means the number of hectares comprised in the Net Developable Area of the part of Land to which a Subdivision Certificate application relates.

- (a) On the CPI Adjustment Date, each Contribution Amount is to be adjusted by multiplying the Contribution Amount payable (as previously adjusted in accordance with this clause, where relevant) by an amount equal to the Current CPI divided by the Base CPI.
- (b) On the CPI Adjustment Date, each Contribution Amount is to be adjusted by multiplying the Contribution Amount payable (as previously adjusted in accordance with this clause, where relevant) by an amount equal to the Current CPI divided by the Base CPI.

#### 3. Payment of Contribution Amounts

- (a) The Developer must pay to the Minister or the Minister's nominee each Contribution Amount prior to the issue of the relevant Subdivision Certificate.
- (b) The Developer must provide the Minister with not less than 10 Business Days' written notice of its intention to lodge an application for the relevant Subdivision Certificate.
- (c) The parties agree that the requirement to make a payment under this clause is a restriction on the issue of the relevant Subdivision Certificate within the meaning of section 6.15(1)(d) of the Act.

## Schedule 5

### Security terms (clause 6)

#### 1. Developer to provide Security

- (a) In order to secure the payment or performance of the Development Contribution the Developer has agreed to provide the Security.
- (b) The Security must:
  - (i) name the "Minister for Planning and Public Spaces" and the "Department of Planning, Industry and Environment ABN 20 770 707 468" as the relevant beneficiaries; and
  - (ii) not have an expiry date.

#### 2. Security

- (a) At the time the Developer signs this deed, the Developer must provide the Security to the Minister having a face value amount of \$20,000 (**Security Amount**) in order to secure the Developer's obligations under this deed.
- (b) From the date of execution of this deed until the date that the Developer has provided the Development Contribution, the Minister is entitled to retain the Security.

#### 3. Claims under Bank Guarantees

- (a) The Minister may:
  - (i) call upon the Security where the Developer has failed to pay a Contribution Amount for the Development on or after the date for payment under this deed; and
  - (ii) retain and apply such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon the Security the Minister must give the Developer not less than 10 Business Days written notice of his or her intention to call upon the Security.
- (c) If:
  - (i) the Minister calls upon the Security; and
  - (ii) applies all or part of such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and
  - (iii) has notified the Developer of the call upon the Security in accordance with clause 3(b) of this Schedule 5,

then the Developer must provide to the Minister a replacement Security to ensure that at all times until the date that the Security is released in accordance with clause 4 of this Schedule, the Minister is in possession of Security for a face value equivalent to the Security Amount.

#### 4. Release of Security

If:

- (a) the Developer has satisfied all its obligations under this deed secured by the Bank Guarantee; and
- (b) the whole of the monies secured by the Bank Guarantee has not been expended and the monies accounted for in accordance with this Schedule 5,

then the Minister will promptly return the Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Bank Guarantee (as the case may be), to the Developer.

## Schedule 6

### Definition of Net Developable Area (Schedule 4, clauses 1 and 2)

1. The net developable area of a part of the Land (*the net developable area for the proposed subdivision*) is the area of land, in hectares, shown on the proposed plan of subdivision (that is, the area to which the relevant application for a subdivision certificate for that part of the Land relates), subject to the other provisions of this Schedule 6.
2. The net developable area does not include the area of any land that the proposed subdivision reserves, dedicates or otherwise sets aside as, or for the purpose of, any of the following:
  - (a) school;
  - (b) TAFE establishment;
  - (c) emergency services facility;
  - (d) health services facility owned or operated by a public authority;
  - (e) golf course;
  - (f) passenger transport facility;
  - (g) place of public worship;
  - (h) public open space, including a public reserve (within the meaning of the *Local Government Act 1993*);
  - (i) drainage reserve (within the meaning of the *Local Government Act 1993*);
  - (j) public utility undertaking;
  - (k) bus depot;
  - (l) recreation area;
  - (m) cemetery (within the meaning of the *Cemeteries and Crematoria Act 2013*);
  - (n) public roads; and
  - (o) public amenities or public services, in connection with which development contributions have been imposed under section 7.11 or section 7.12 of the Act or may be imposed in accordance with a contributions plan approved under section 7.18 of the Act.
3. The following areas of land are not to be included in the calculation of the net developable area for the proposed subdivision:
  - (a) any area of land that is at or below the level of a 1:100 ARI (average recurrent interval) flood event, if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of it being at or below that level;
  - (b) any area of land that is identified as public open space in a development control plan or in a contributions plan approved under section 7.18 of the Act;
  - (c) any area of land that is within Zone E2 Environmental Conservation;
  - (d) any area of land within the curtilage of a building listed on the State Heritage Register;
  - (e) any area of land this is within an asset protection zone:
    - (i) that is specified in a bush fire safety authority issued under the *Rural Fires Act 1997*; or

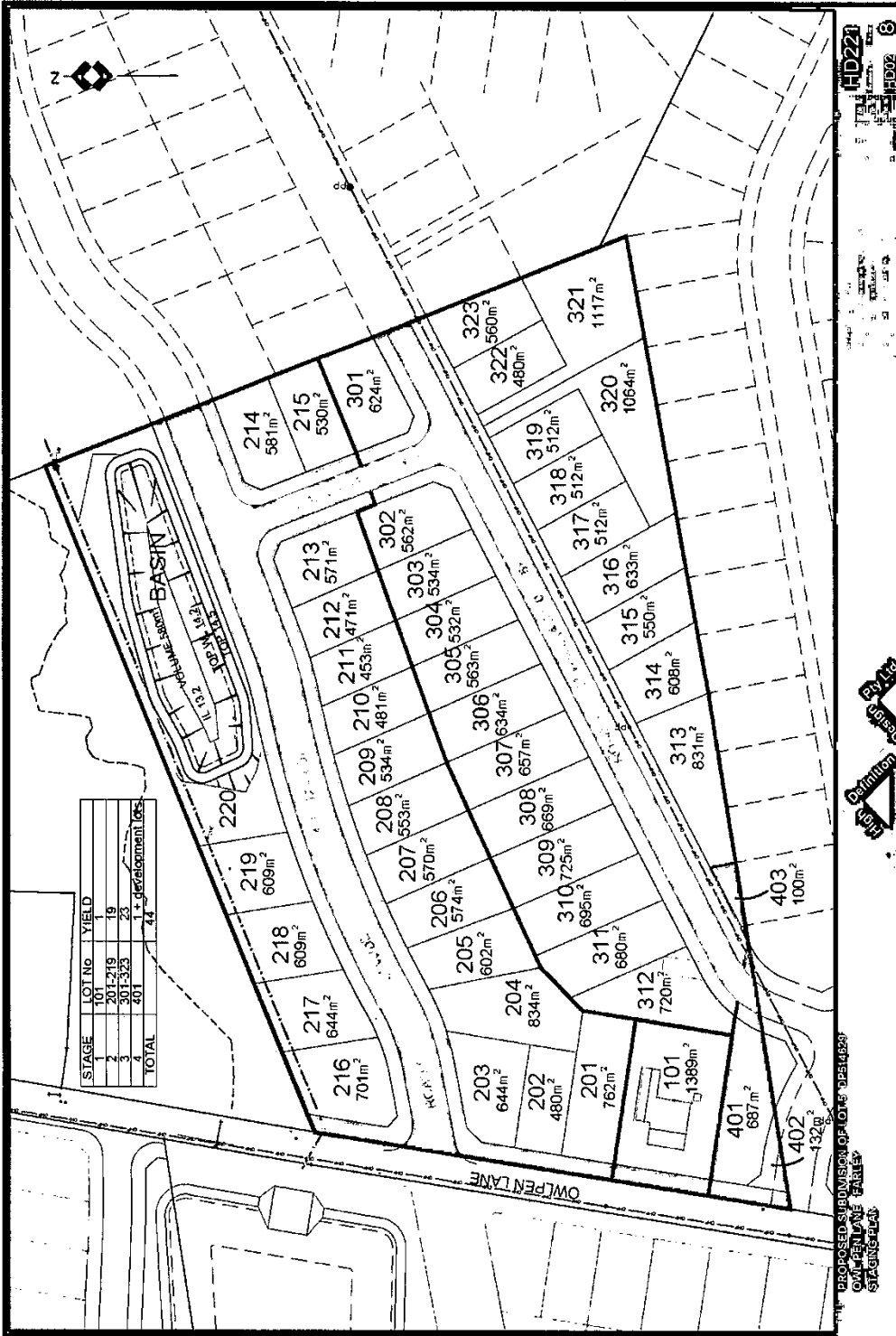
- (ii) that is required to be established by the development consent relating to the subdivision,  
if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of it being within that zone;
  - (f) an area of land that is subject to an easement in favour of a public utility undertaking for the purpose of the supply of the utility service to the public as shown on the title to that land or as confirmed in writing by the public utility undertaking, if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of the easement; and
  - (g) any area of land that is within a public transport corridor (other than a road corridor) as shown on a Land Zoning Map for the purposes of an environmental planning instrument or a development control plan made under the Act, if the Secretary is satisfied that the area is unsuitable for development for the purposes of the subdivision by virtue of it being within the public transport corridor.
- 4. The net developable area does not include the area of any lot in the proposed plan of subdivision that may be further subdivided (other than under a strata scheme) in accordance with the development consent relating to the subdivision.
- 5. The net developable area does not include the area of any lot in the proposed plan of subdivision that the Secretary has determined (in writing), at the Secretary's discretion and having regard to the relevant planning controls, will be further subdivided (other than under a strata scheme) in accordance with a future development consent for the purpose of the orderly development of the land for urban purposes in the future.
- 6. If a proposed lot contains an existing lawful habitable dwelling (being a dwelling that lawfully existed on the proposed lot at the date this deed commences) and:
  - (a) is no more than 0.1 hectare, the net developable area does not include the area of the lot, or
  - (b) is more than 0.1 hectare in area, the net developable area is reduced by 0.1 hectare, for the purpose of calculating the net developable area for the proposed subdivision.
- 7. If a proposed lot is wholly within Zone E3 Environmental Management, Zone E4 Environmental Living or Zone R5 Large Lot Residential and is more than 0.1 hectare, that lot is taken to be 0.1 hectare for the purpose of calculating the net developable area for the proposed subdivision.
- 8. The parties agree that the Secretary may make any determination required to be made for the purpose of calculating the net developable area for the proposed subdivision in accordance with this clause and, for that purpose, may have regard to any information available at the time, such as construction plans and any measurements made by a registered surveyor of the land concerned.
- 9. In this Schedule 6, the following words or expressions have the same meanings as they have in the Standard Instrument (that is, the standard instrument for a principal local environmental plan prescribed by the Standard Instrument (Local Environmental Plans) Order 2006 (**Standard Instrument**):
  - (a) emergency services facility;
  - (b) health services facility;
  - (c) passenger transport facility;

- (d) place of public worship;
- (e) public utility undertaking;
- (f) recreation area; and
- (g) school.

10. In this Schedule, a reference to:

- (a) a land use zone is a reference to a land use zone specified in the Standard Instrument and to a land use zone that is equivalent to any such land use zone; and
- (b) curtilage of a building listed on the State Heritage Register is a reference to the curtilage of that building, or the site of that building, as specified or described in the listing of the building on the State Heritage Register kept under Part 3A of the *Heritage Act 1977*; and
- (c) a "strata scheme" means a reference to a strata scheme as that term is defined in the *Strata Scheme (Freehold Development) Act 1973* or a leasehold strata scheme as that term is defined in the *Strata Scheme (Leasehold Development) Act 1986*.

**Schedule 7: proposed plan of subdivision**  
 (INDICATIVE ONLY – this plan does not describe the land subject to this agreement)



*Bob Whitehead*


*Handwritten initials and marks*



**Execution page**


**Executed as a deed**

**Signed, sealed and delivered by the Minister for Planning and Public Spaces (ABN 20 770 707 468), in the presence of:**

  
.....  
Signature of witness

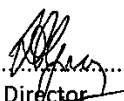
*AMANDA BEAUMONT*  
.....  
Name of witness in full

*12 DARCY ST PARRAMATTA*  
.....  
Address of witness

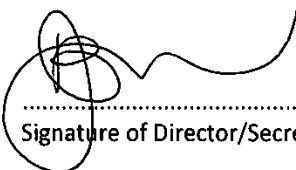
  
.....  
Signature of the delegate of the Minister for Planning and Public Spaces

*BRETT WHITWORTH*  
.....  
Name of the delegate of the Minister for Planning and Public Spaces

**Signed, sealed and delivered by Tomhil Developments Pty Ltd (ACN 627 386 501) in its capacity as trustee of Tomhil Developments Unit Trust, in accordance with section 127 of the Corporations Act 2001:**

  
.....  
Signature of Director

*Hilton Ross Grugeon*  
.....  
Name of Director in full

  
.....  
Signature of Director/Secretary

*BRADLEY STEWART ELORET*  
.....  
Name of Director/Secretary in full

**Certificate No.:** PC/2023/3473

**Certificate Date:** 20/11/2023

**Fee Paid:** \$67.00

**Receipt No.:**

MRTJLM40647

**Your Reference:**

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

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<b>APPLICANT:</b>	Tranter Lawyers  admin@tranterlawyers.com.au
<b>PROPERTY DESCRIPTION:</b>	59 Owlpen Lane FARLEY NSW 2320
<b>PARCEL NUMBER:</b>	22275
<b>LEGAL DESCRIPTION:</b>	Lot 5 DP 514629

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**IMPORTANT: Please read this Certificate carefully.**

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

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

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

## **SECTION 10.7(2)**

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

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

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

#### **State Environmental Planning Policies**

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

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

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

#### **Local Environmental Plan (LEP)**

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

#### **Development Control Plan prepared by Council**

Maitland Development Control Plan 2011 applies to the land.

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

#### **Planning Proposal for a Local Environmental Plan**

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

Detailed information on draft environmental planning instruments is available at

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

### **Draft Development Control Plans**

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

### **Draft State Environmental Planning Policies**

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

## **ITEM 2 – Zoning and land use under relevant planning instruments**

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

### ***Zone and Land Use Table from Local Environmental Plan***

#### **R1 General Residential**

##### **1 Objectives of zone**

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

##### **2 Permitted without Consent**

Home occupations

##### **3 Permitted with Consent**

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

##### **4 Prohibited**

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

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

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

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

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

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

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

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

***Is the land within a conservation area, however described?***

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

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

### **ITEM 3 – Contribution plans**

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

- Maitland S94A Levy Contributions Plan 2006
- Farley S94 Contribution Plan 2015

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

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

The land IS NOT in a special contributions area.

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

#### **ITEM 4 – Complying Development**

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

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

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

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

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

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

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

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

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

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

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

Complying development under the **Container Recycling Facilities Code** may not

be carried out on the land.

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

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

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

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

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

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

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

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

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

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

#### **ITEM 5 – Exempt Development**

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

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

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

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

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

#### **ITEM 6 – Affected building notices and building product rectification orders**

**Whether the council is aware that –**

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

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

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

#### **ITEM 7 - Land Reserved for Acquisition**

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

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

#### **ITEM 8 – Road widening and road realignment**



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

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

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

### ITEM 9 – Flood related development controls

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

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

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

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

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

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

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

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

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

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

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

Note in this section –

**adopted policy** means a policy adopted –

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

#### **ITEM – 11 Bush fire prone land**

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

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

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

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

#### **ITEM – 12 Loose-fill asbestos insulation**

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

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

#### **ITEM – 13 Mine subsidence**

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

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

#### **ITEM – 14 Paper subdivision information**

There is no development plan that applies to the:

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

#### **ITEM – 15 Property vegetation plans**

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

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

#### **ITEM – 16 Biodiversity stewardship sites**

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

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

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

#### **ITEM 17 – Biodiversity certified land**

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

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

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

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

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

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

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

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

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

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

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

### **ITEM 20 – Western Sydney Aerotropolis**

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

### **ITEM 21 – Development consent conditions for seniors housing**

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

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

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

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

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

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

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

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

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

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

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

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

#### **Contaminated Land**

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

**Jeff Smith**  
**General Manager**



# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN - WATER ONLY

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack

N/A

N/A/

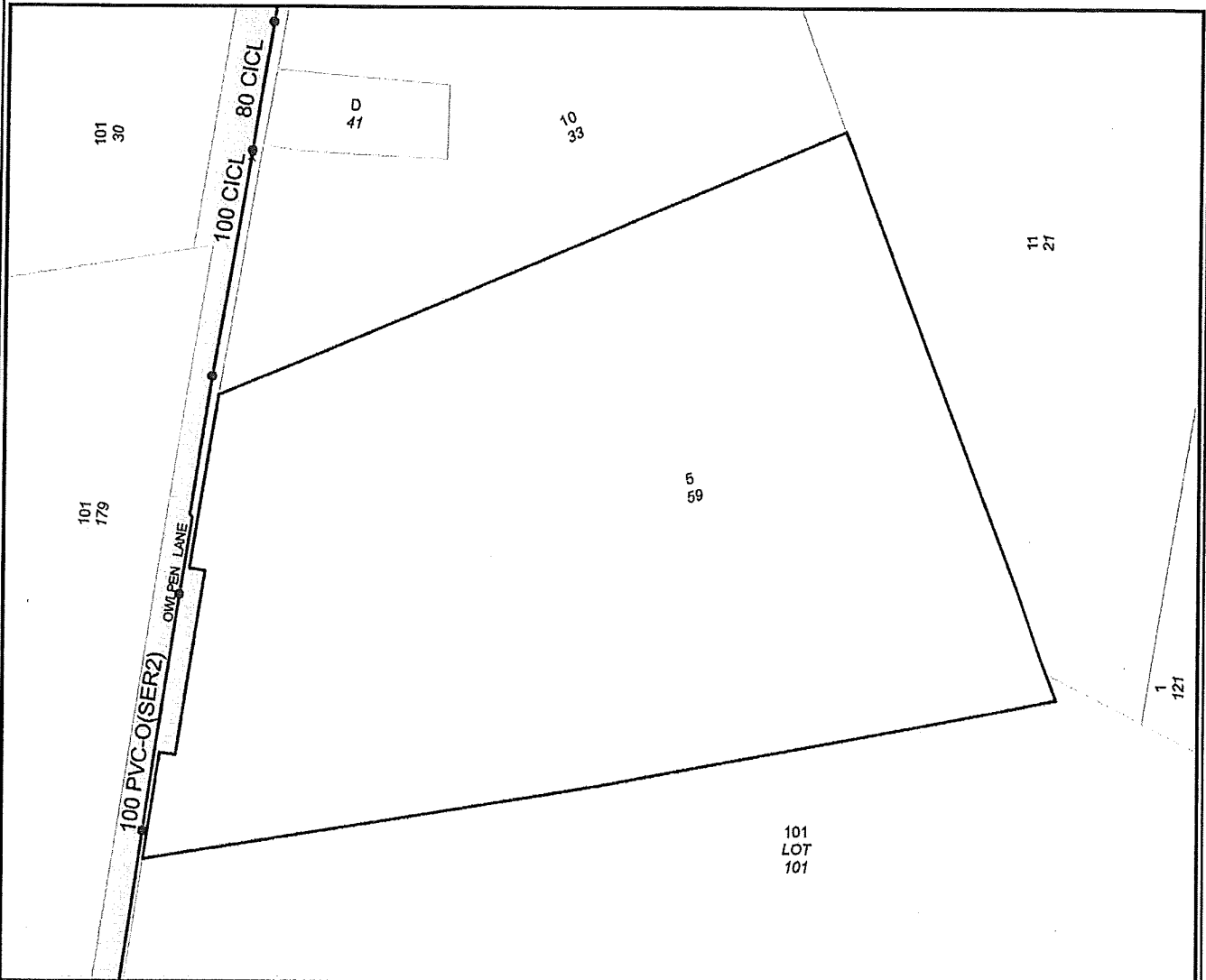
APPLICATION NO.: 6681680903

APPLICANT REF: M 181375

RATEABLE PREMISE NO.: 8337900339

PROPERTY ADDRESS: 59 OWLPEN LANE FARLEY 2320

LOT/SECTION/DP:SP: 5/DP 514629



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

**A SEWERMAIN IS NOT AVAILABLE TO WHICH THE PROPERTY CAN BE CONNECTED.**

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: 23/05/2018

Scale: at A4 1:2,000

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UTILITY DATA  
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