

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Peters Real Estate 475-477 High Street, Maitland, NSW 2320 Australia	Phone: (02) 4933 7855
co-agent		
vendor	Ravensfield Downs Pty Ltd ACN 104 067 398 ABN 95 104 067 398 1 Hartley Drive, Thornton, NSW 2322	
vendor's solicitor	Hunter Law 1 Hartley Drive, Thornton NSW 2322 PO Box 3042, Thornton NSW 2322	Phone: 02 4966 4966 Fax: 02 4966 3644 Ref: PK:KT:3159 E:priscilla@hunterlawyers.com
date for completion	See Special Conditions	(clause 15)
land (address, plan details and title reference)	Proposed Lot 2### Harlington Avenue/Treeton Close/Melton Close, Farley, New South Wales 2320 Unregistered Plan: Lot 2## in an unregistered plan which is part of Lot 189 Plan 1264962 Folio Identifier Part Lot 189/1264962	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☒ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ blinds ☐ dishwasher ☐ light fittings ☐ stove ☐ built-in wardrobes ☐ fixed floor coverings ☐ range hood ☐ pool equipment ☐ clothes line ☐ insect screens ☐ solar panels ☐ TV antenna ☐ curtains ☐ other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

Executed in accordance with s 127 Corporations Act 2001

vendor	GST AMOUNT (optional) The price includes GST of:	witness
purchaser	☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares	witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30): _____**Electronic transaction** (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

Supplier's name:

Ravensfield Downs Pty LtdSupplier's ABN: **95 104 067 398****ACN 104 067 398**

Supplier's GST branch address (if applicable):

Supplier's business address:

1 Hartley Drive, Thornton, NSW 2322

Supplier's email address:

geoff@hunterland.com.au

Supplier's phone number: 02 4966 4966

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yes

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

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

List of Documents

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

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

Disclosure Statement – Off the Plan Contracts

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

VENDOR	Ravensfield Downs Pty Ltd ACN 104 067 398 ABN 95 104 067 398 1 Hartley Drive, Thornton, NSW 2322
PROPERTY	Proposed Lot on the front of the contract in an unregistered plan of Lot 189/1264962

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	☒ No ☐ Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	☒ No ☐ Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	☒ No ☐ Yes If Yes, please specify scheme type:

DETAILS					
Completion	21 days after the satisfaction of the Conditions Precedent	Refer to clause(s):	Clause 33		
Is there a sunset date?	☐ No ☒ Yes	Can this date be extended?	☐ No ☒ Yes	Refer to clause(s):	Clauses 48, 49 and 51
Does the purchaser pay anything more if they do not complete on time?	☐ No ☒ Yes	Provide details, including relevant clause(s) of contract:	Clause 34		
Has development approval been obtained?	☐ No ☒ Yes	Development Approval No:	DA 2014-724		
Has a principal certifying authority been appointed?	☒ No ☐ Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	☐ No ☒ Yes	Provide details, including relevant clause(s) of contract:	Clause 48		

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
 - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within 3 months* of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within 3 months* of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after service of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or service upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Additional conditions to Contract for sale of land

33 Completion

- (a) Completion of the Contract shall take place on the later of :
 - i. Twenty one (21) days after the satisfaction of the Conditions Precedent pursuant to this contract; and
 - ii. Twenty one (21) days after the date of this contract.
- (b) If either party serves on the other a Notice to Complete, the party served shall not object to the notice on the ground that the time stipulated for completion is unreasonable if that time is not less than 14 days (336 hours) after the time of service of the notice. Without affecting any other right, a party who has issued a Notice to Complete can, by further notice given at least 72 hours before expiration of the Notice to Complete, withdraw it or extend it once by 7 days.
- (c) If a Notice to Complete was justified then the issuing party shall be entitled to an allowance of \$330.00 for the cost of such notice.

34 Failure to Complete by Completion Date

- (a) The purchaser shall pay to the vendor on completion in addition to the price an amount equal to: $10\% \times \text{price} \times \text{delay days} \div 365 \text{ days}$.
- (b) "Delay days" means any days by which completion is delayed through no fault of the vendor.
- (c) "Price" in this clause shall be appropriately adjusted for any relevant period during which any part of the price has been released to the vendor.

35 Investment of Deposit

- (a) The deposit holder shall invest the deposit within seven (7) days of the purchaser paying the full deposit and providing their Tax File Number/s to the depositholder.
- (b) Any interest earned between the date of investing the deposit and a date which is twenty one (21) days prior to the completion date shall be paid to the Purchaser provided the Purchaser has not forfeited the deposit or is in default of this Contract .
- (c) The interest shall be paid to the Purchaser within seven (7) days of the date the depositholder is required to account for the deposit .

36 Payment of less than 10% Deposit

Despite anything shown on page 1 of this contract, the deposit is 10% of the price. However, the deposit may be paid in the following instalments

On the date hereof:

0.25% of the deposit

On the date that is fifteen (15) business days

after the date of contract:

the sum required so that the purchaser has paid to the
deposit holder 10% of the Purchase Price as a deposit.

It is an essential term of this contract (solely for the benefit of the vendor) that the purchaser pay the deposit in accordance with this clause.

If:

- (a) the purchaser defaults in the observance or performance of any obligation hereunder which is or the performance of which has become essential; and,
- (b) the purchaser has not paid all of the deposit; and,
- (c) the vendor has terminated this contact;

then the vendor will be entitled to recover from the purchaser an amount equal to ten per centum (10%) of the purchase price less the partial deposit paid (if any) as liquidated damages and it is agreed that this right will be in addition to and will not limit any other remedies available to the vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary.

37 Cooling Off Period.

- (a) The parties acknowledge that the Cooling off Period for the purposes of this contract and s 66X of the Conveyancing Act 1919 is fifteen (15) business days from the date of this Contract.
- (b) If the purchaser provides to the vendor on or prior to the date of contract a certificate in accordance with s66W of the Conveyancing Act (NSW) 1919 clause 36(a) does not apply.

38 Acknowledgements

The purchaser represents and warrants to the vendor that:

- (a) in entering into this contract, the purchaser has not relied on any representations or warranties about the subject matter of this contract including, without limitation, any representations or warranties except as set out in this contract as to the fitness or suitability for any purpose of the Property or as to any financial return or income to be derived from the Property or as to whether the Property is contaminated; and
- (b) in entering into this contract, the purchaser has relied on its own enquiries relating to and inspections of the Property including any geotechnical enquiries; and
- (c) the Purchaser will make their own investigations regarding the contours/ levels of the Property and any adjacent Property and any latent defects in the Property and it has not relied on any representation of the vendor in this regard.
- (d) the purchaser was not induced to enter into this contract by any warranty, representation or conduct of the type referred to in sub-clause (a), (b), (c) and (d) above and the purchaser will not make any objection, requisition or claim whatsoever in relation to the matters referred to in the subclauses of this clause above.

39 Objections or Requisitions

Notwithstanding the provisions of conditions 6, 7 and 8, any claim for compensation shall be deemed to be an objection or requisition for the purpose of condition 8 entitling the vendor to rescind this contract.

40 Requisitions on Title

The purchaser agrees that the only form of requisitions on title the purchaser may make pursuant to clause 5 shall be the Requisitions on Title attached to this contract and the purchaser accepts the answers to such requisitions annexed hereto.

41 Fencing

The purchaser acknowledges that they will not at any time make a claim on the vendor in relation to any contributory or otherwise costs regarding fencing under the Dividing Fences Act 1991.

42 Estate Agent

The purchaser hereby warrants that he has not been introduced to the property by the efforts, whether direct or indirect, of any commission agent except the agent (if any) referred to in the particulars and shall indemnify the vendor in respect of any claim made by any agent for commission arising from any such introduction in breach of this warranty.

43 Caveat by purchaser

- (a) The purchaser may lodge a caveat to protect its interests under this Contract provided that it does not prohibit the registration of the documents required to be registered on title to satisfy the Conditions Precedent.

- (b) The purchaser irrevocably appoints the vendor as its attorney solely in relation to executing a form of Withdrawal of Caveat for the Property after seven days of requesting the same from the purchaser and not receiving the same where this contract is terminated or rescinded. This clause survives the termination or rescission of the contract.
- (c) The purchaser must, in the event that the vendor is delayed by a caveat lodged by the purchaser in registering anything on title that is required to be registered to satisfy the Conditions Precedent, provide to the vendor either a withdrawal of caveat or caveator's letter of consent to facilitate the vendor to register such document required.

44 FIRB Warranty

- (a) The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not apply to the purchaser or to this contract.
- (b) In the event of breach of the warranty in subclause (a) above, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered in connection with that breach.

45 Amendments to Printed Conditions

- (a) to the extent that these conditions are inconsistent with the Contract For Sale of Land ("printed conditions") than these conditions prevail to the extent of any inconsistency.
- (b) Clause 7.1.1 of the printed conditions is amended by replacing 5% with 1%.
- (c) Clause 28.3 of the printed conditions is deleted
- (d) in the event that there is not an agent listed on this contract than the *deposit holder* will be a solicitor, conveyance or licensed real estate agent appointed by the vendor.

46 Services

- (a) The purchaser will, at the purchaser's expense, be responsible for the installation and/or amplification of all services to connect to those provided in the property and for any others including amplification of services to those provided pursuant to the vendors obligations to Council or any other authority.

47 Electronic Execution and Exchange

- (a) The parties acknowledge that the contracts can be executed and exchanged electronically and they will make no objections to the same.

48 Insolvency Events

- (a) In the event that if a party suffers an insolvency event than the vendor may rescind this contract at any time thereafter by serving a written notice on the other whereupon clause 19 shall apply.
- (b) For the purposes of this clause, an "insolvency event" includes:

- i. an application is made to a court for an order or an order is made that a company be wound up; or
- ii. an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order; or
- iii. a meeting is convened or a resolution passed to appoint an administrator or an official manager; or
- iv. except to reconstruct or amalgamate while solvent on terms approved by the other party, it enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them; or
- v. it resolves to wind up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the other party, or is otherwise wound up or dissolved; or
- vi. it is or states that it is unable to pay its debts when they fall due; or
- vii. it is, or makes a statement from which it may be reasonably deduced by the other party that it is, the subject of an event described in Section 459C(2) or Section 585(2) of the Corporations Law; or
- viii. anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction; or
- ix. if a party to this contract dies or becomes mentally ill or is declared bankrupt.

49 Encumbrances

- (a) The property is sold subject to all registered dealings on title except for any encumbrance that is to be discharged at completion.
- (b) If a mortgage or charge is shown on the folio for the Property that would prevent the registration of the Transfer to the purchaser the vendor will provide in registrable form a discharge, release or withdrawal of the applicable mortgage, charge, caveat or encumbrance and the vendor will allow at completion the registration fees for such discharge or withdrawal.

50 Conditions Precedent

- (a) The obligations of the vendor to sell and the purchaser to purchase the property are subject to fulfillment of the following conditions.
 - i. The vendor procuring the registration of the Plan of Subdivision by the Registrar General thereby creating the Property ("**the Plan Registration Condition**") on or before the date that is eighteen (18) months after the date of this contract. ("**the Plan Registration Sunset Date**").
 - ii. The vendor sending a notice to the purchaser that it has registered with LPI prior to completion, or has available to pass to the purchaser at completion, documentation in registrable form which will, upon registration with the Registrar General, release the Property from the operation of the Voluntary Planning Agreements ("**the VPA Condition**") by the Plan Registration Sunset Date.

("the Conditions Precedent")

- (b) The parties agree that the Conditions Precedent is for the benefit of the parties as follows:
 - i. the Plan Registration Condition- the vendor
 - ii. the VPA Condition- the vendor

51 Matters pertaining to the Conditions Precedent

- (a) The parties must act in good faith and cooperate with each other to assist each other to satisfy the Conditions Precedent promptly after the date of this contract and in any event on or prior to the dates detailed herein.
- (b) Clause 29 applies to the Conditions Precedent with the following amendments:
 - i. Clause 29.6 is replaced with the following:

“In the event that an event involves an approval which is determined and the determination involves a condition that is unacceptable to a party who has the benefit of the provision, than the party having the benefit of the condition may rescind within ten (10) business days after receipt of the determination of the consent containing the unsatisfactory condition.”
 - ii. The following words are inserted on the first line of clause 29.7.3 after the second appearance of the words “date for completion”:

“(with any reference to the event that has not occurred deleted).”
- (c) In addition to any other extensions in this contract, the vendor may extend the Plan Registration Sunset Date by a further six (6) months if the vendor deems this to be necessary.

52 In the event that this contract is rescinded pursuant to clause 29 then from the date of rescission:

- (a) each party is relieved of any further obligations under this contract; and
- (b) no party will have a claim against the other except for antecedent breaches of this contract; and
- (c) clause 19.2 shall apply.

53 Permitted Extensions

- (a) In addition to any other rights of extension under this contract, the vendor may extend the Plan Registration Sunset Date, by the commensurate amount of delay incurred as a result of any of the following:
 - i. inclement weather and any necessary dry out period; and
 - ii. a shortage of equipment or material necessary to complete the subdivision which could not have been reasonably foreseen by the vendor; and
 - iii. an alteration to the subdivision works required by Council or other statutory authority or delay by Council or other statutory authority; and
 - iv. an act of God; and
 - v. any delay by any authority if providing the necessary approvals to the vendor; and
 - vi. any events outside the reasonable control of the vendor.

54 Changes to the Plan of Subdivision

Changes to the Plan of Subdivision may be required by Council, the Registrar General of the Land and Property Information (or superseded body), the vendor or anyone else who has to approve the Plan of Subdivision. The purchaser will not object to any change that does not have a material adverse effect on the purchaser's use and enjoyment of the lot, the subject of this contract, or the following changes to the plan of subdivision:

- (a) the numbering of the lot;
- (b) an alteration in any length or area by a reduction in such length or area of up to 3%;
- (c) any further consolidation and/or subdivision of the proposed lots detailed in the plan of subdivision excluding the Property;
- (d) the number, numbering, position and dimension of other lots;
- (e) any changes permitted by printed clause 28, so that the above words shall not affect the meaning of that clause;

55 Changes to Documents

- (a) All documents, copies of which are annexed to this contract, may not be in a final form when this contract is entered into. The vendor may change any document which it considers appropriate or necessary, is required by any Authority or financier.
- (b) The purchaser will make no objection if the final document registered or entered into differs from the copy annexed to this contract.

56 Drainage, Easements and Restrictions as to User

The Property is sold subject to restrictions as to user and easements for drainage and services to be created upon the registration of the Plan of Subdivision. The purchaser shall make no requisition, objection or claim for compensation in respect of any such easements or restrictions that are required to obtain the final approval or consent of any body or authority, or to enable registration of the Plan of Subdivision, or as disclosed and/or permitted in this contract, or which are a minor change to the Plan of Subdivision.

57 Services on the Land

- (a) The vendor intends to construct, as part of the subdivision works, the sewer substantially in the location detailed in the attached Sewer Plan. The purchaser will not make any objection, requisition or claim howsoever as a result of a change to the Sewer Plan, provided that clause 57(b) (ii) is satisfied.
- (b) In the subdivision creating the Property there will be provision in accordance with the authorities requirements for
 - i. A point of connection for a low voltage supply of power;
 - ii. A junction for sewer; and
 - iii. Water mains for water supply; and
 - iv. Conduits and pits to facilitate the future owner's of the Property to apply for a telecommunications connection at a later date.

- (c) The purchaser will, at the purchaser's expense, be responsible for the installation and/or amplification (if required) of all services to connect to those provided by the vendor.

58 Rates

- (a) If separate council rates assessments have not issued for the Property by the date that is 10 business days prior to the Completion Date, then for the purposes of clause 14, the rates for each respective parcel of Property the subject of this contract are deemed to be as follows:
 - i. Council Rates applicable to the Property-
\$500 per rating cycle/quarter

and such rates are deemed to have been paid and shall be adjusted accordingly.

- (b) Notwithstanding any other clause in this contract, the vendor must pay within the time limited for payment, all assessments affecting the property in respect of council rates and water rates for the rating three monthly cycle (council rates) or four monthly cycle (water rates), as applicable, in which the Completion Date falls, and the purchaser shall upon completion of this contract, accept this undertaking and shall make no objection, requisition or delay completion of this contract by reason of such rates being undischarged.

59 Planning Certificate

- (a) The Purchaser acknowledges that the Property is derived from a subdivision of the Precedent Land shown on the front page of the contract.
- (b) Subsequent to registration of the plan of subdivision with the Registrar General the Property will be allocated by Council an individual planning certificate.
- (c) The purchaser warrants that they are familiar with the planning certificates for the Precedent Land and in particular have satisfied themselves of the extent that the planning certificates of the Precedent Land apply to the Property, the vendor is not under any obligation to provide the purchaser with a planning certificate specific to the Property.
- (d) For the purposes of this clause the Precedent Land are the lots being subdivided in this subdivision.

60 Voluntary Planning Agreement and Request

- (a) The parties acknowledge that the Request AJ341553 (the Request) is registered on the Precedent Land and are likely to be registered on the Property.

The Request has procured the registration of Voluntary Planning Agreements (VPAs) on title. The Vendor will pursuant to the Conditions Precedent procure the release of the operation of the VPA on the Property.

61 Agent Declares Interest

The Purchasers acknowledge they are aware the agent, Tim Peters is a director and part owner of the Vendor.

62 Sale of Property

- (a) The purchaser acknowledges that they will not for a period of twelve (12) months after the date of completion of this contract erect any signs on the property to sell the property without the written permission of the vendor. This clause is binding on any successors in title to the purchaser and must be disclosed in any contract for sale of land entered into to sell the property in the twelve (12) months after the date of completion of this contract.

63 Residential Withholding of GST – NOTICE

- (a) The parties acknowledge that the supply under this contract is a supply of new residential premises or potential residential land under the A NEW TAX SYSTEM (GOODS AND SERVICES TAX) ACT 1999 (the Act) and this clause is a Vender notice in accordance with the Act requiring the purchaser's payment of a proportion calculated in accordance with this contract and notice directly to the Australian Taxation Office (ATO) under the Act.
- (b) The parties agree the vendor has complied with its obligations under the Act by virtue of this clause and the disclosure on page 2 of the Contract.
- (c) The purchaser warrants they will complete, in accordance with the ATO's requirements, the GST property settlement withholding notification form (Form 1)(or as superseded by the ATO) within two (2) business days of the date of contract.
- (d) The purchaser must, within five (5) business days after the date of contract, notify the Vendor in writing of the LRN and PRN assigned to the transaction by the ATO together with providing a copy of Form 1 to facilitate the reference necessary for the payment of the GST to the ATO.
- (e) The purchaser will provide a copy of the GST Property Settlement Date Confirmation Form to the vendor on or prior to completion. The purchaser warrants they will ensure the form is lodged with the ATO no later than the completion date.
- (f) Clause 13.13 of this contract applies to the supply under this contract with the exception that clause 13.13.3 is varied such that the vendor will receive from the purchaser at completion and will then forward the settlement cheque to the ATO in the event of a manual settlement, as agent for the purchaser.
- (g) The purchaser is liable for payment of one eleventh (1/11th) of the Purchase Price of this Contract on account of the Residential Withholding Component of the Purchase Price to the ATO.
- (h) This clause applies to contracts entered into after 1 July 2018, or in the event that the vendor elects, by sending as written notice to the purchaser, to pay the GST to the ATO, on completion of this Contract.

64 Electronic Settlement

- (a) If the parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law by written notice to each other this clause will apply.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically and there is a recognized exemption (together with a copy thereof) at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement and each party shall pay their own costs.
- (c) In the event the parties have elected to conduct the matter via PEXA, within seven (7) days of exchange or in the event that this contract is of an unregistered lot, within seven (7) days after the registration of the plan of subdivision creating the Property, the vendor will create and populate an electronic workspace for the matter, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may create the workspace.
- (d) Within two (2) business days of receipt of the invitation to join the workspace the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join the workspace.
- (e) The purchaser must stamp and validate the transfer within five (5) business days after the date of the creation of the PEXA workspace. This is an essential term of the contract solely for the benefit of the Vendor.
- (f) Anything that cannot be delivered electronically and the other party is entitled to receive at settlement (including an order on the agent, bank guarantees or relevant lease documentation) must be provided to the other party (if a document) in scan form prior to completion by loading into the PEXA workspace and if the original is required by posting to the other party to hold in escrow prior to completion together with an irrevocable authority to release the original document to the other party following financial completion. In the event that a party requests in writing that a document be returned as settlement has not completed as planned, the other party must immediately return the document to the requesting party.
- (g) Each party must undertake its best endeavours to:
 - i. accept the settlement by the date that is ten (10) business days prior to the completion date and they must ensure any bank associated with their role in the contract also accepts the settlement time by the date that is ten (10) business days prior to the completion date; and
 - ii. ensure that all documents are completed and stamped and all financial matters are complete (other than the loading of funds) the day prior to completion.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

65 Guarantee (Company Purchaser)

For the purposes of this contract, "Guarantor" means the person or persons who are officers of the purchaser company and who have witnessed or signed this contract for the purchaser or who have otherwise indicated that they give this guarantee.

The Guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract.

The Guarantor unconditionally and irrevocably guarantees to the vendor the due and punctual performance and observance by the purchaser of the purchaser's obligations under this contract.

As a separate undertaking the Guarantor unconditionally and irrevocably indemnifies the vendor against all liability or loss arising from and any expenses incurred in connection with, a breach by the purchaser of this contract. It is not necessary for the vendor to incur expense or make payment before enforcing that right of indemnity.

As a separate undertaking the Guarantor unconditionally and irrevocably indemnifies the vendor against all liability or loss arising from, and any expenses incurred in connection with, a representation or warranty by the purchaser in this contract being incorrect or misleading.

The Guarantor waives any right it has of first requiring the vendor to commence proceedings or enforce any other right against the purchaser or any other person before claiming under this guarantee and indemnity.

The liabilities of the Guarantor under this clause as a guarantor indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including but not limited to, one or more of the following:

- (a) the vendor granting time or indulgence to, compounding or compromising with or releasing the purchaser;
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor;
- (c) any novation of the right of the vendor;
- (d) any variation of this contract, or
- (e) the validity or unenforceability of an obligation of a person other than the Guarantor.

The Guarantor may not without the consent of the vendor:

- (a) raise a set off or counterclaim available to it or the purchaser against the vendor in reduction of its liability under this guarantee and indemnity;
- (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the vendor in connection with this contract; or
- (c) prove in competition with the vendor if a liquidator, provisional liquidator, receiver, official manager or trustee in bankruptcy is approved in respect of the purchaser or the purchaser is otherwise unable to pay the purchaser's debts when they fall due.

If a claim that a payment or transfer to the vendor in connection with this contract or this guarantee or indemnity is void or voidable (including, but not limited to), a claim under laws relating to liquidation, insolvency or protection of creditors) is upheld, conceded or comprised, then the vendor is entitled

immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity, if the payment or transfer had not occurred.

This clause is an essential term of this contract.

If there is more than one person constituting the Guarantor then they give these covenants jointly and severally.

Signed by the Guarantor)

In the presence of:)

Guarantor

.....

Witness

Signed by the Guarantor)

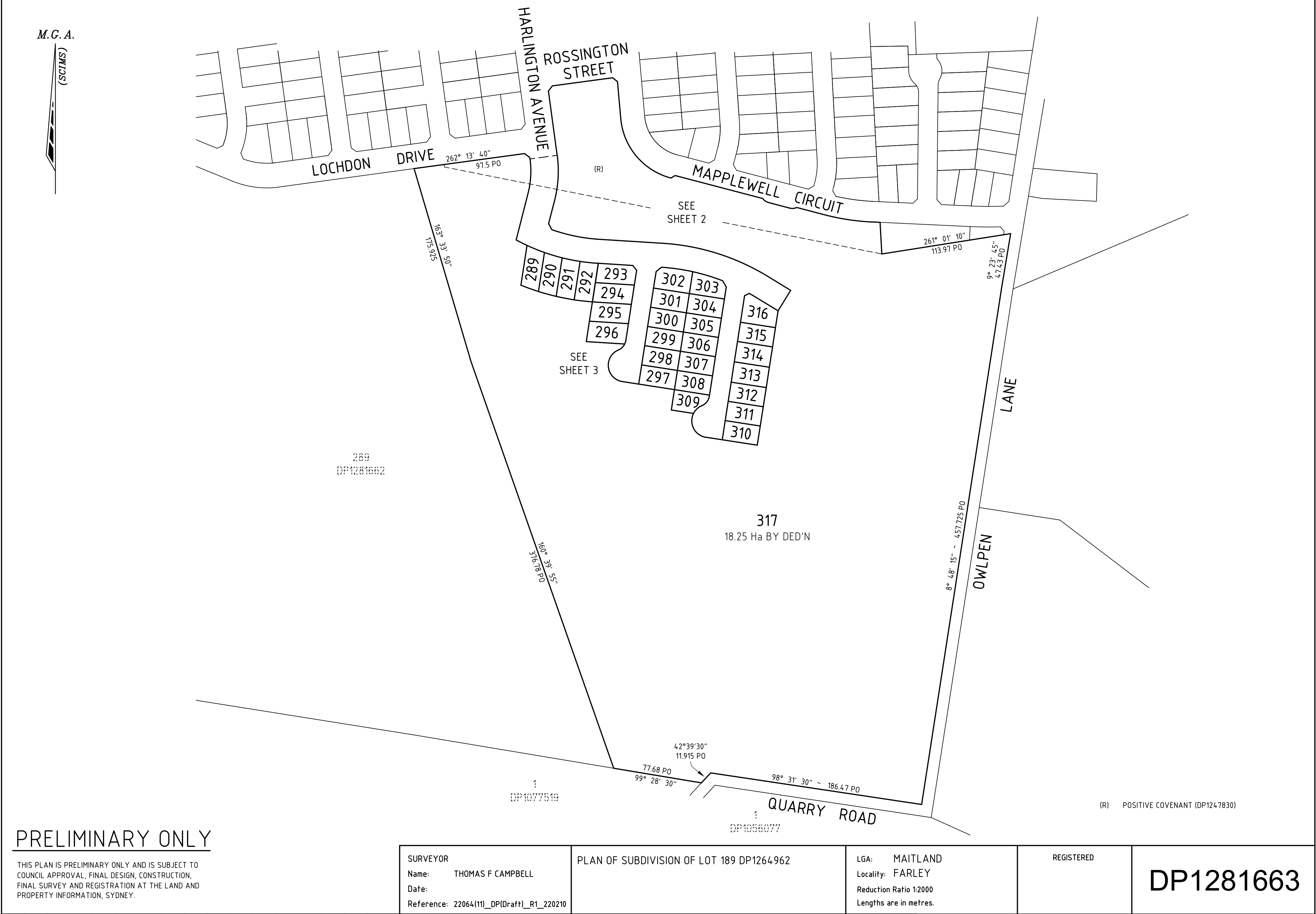
In the presence of:)

Guarantor

.....

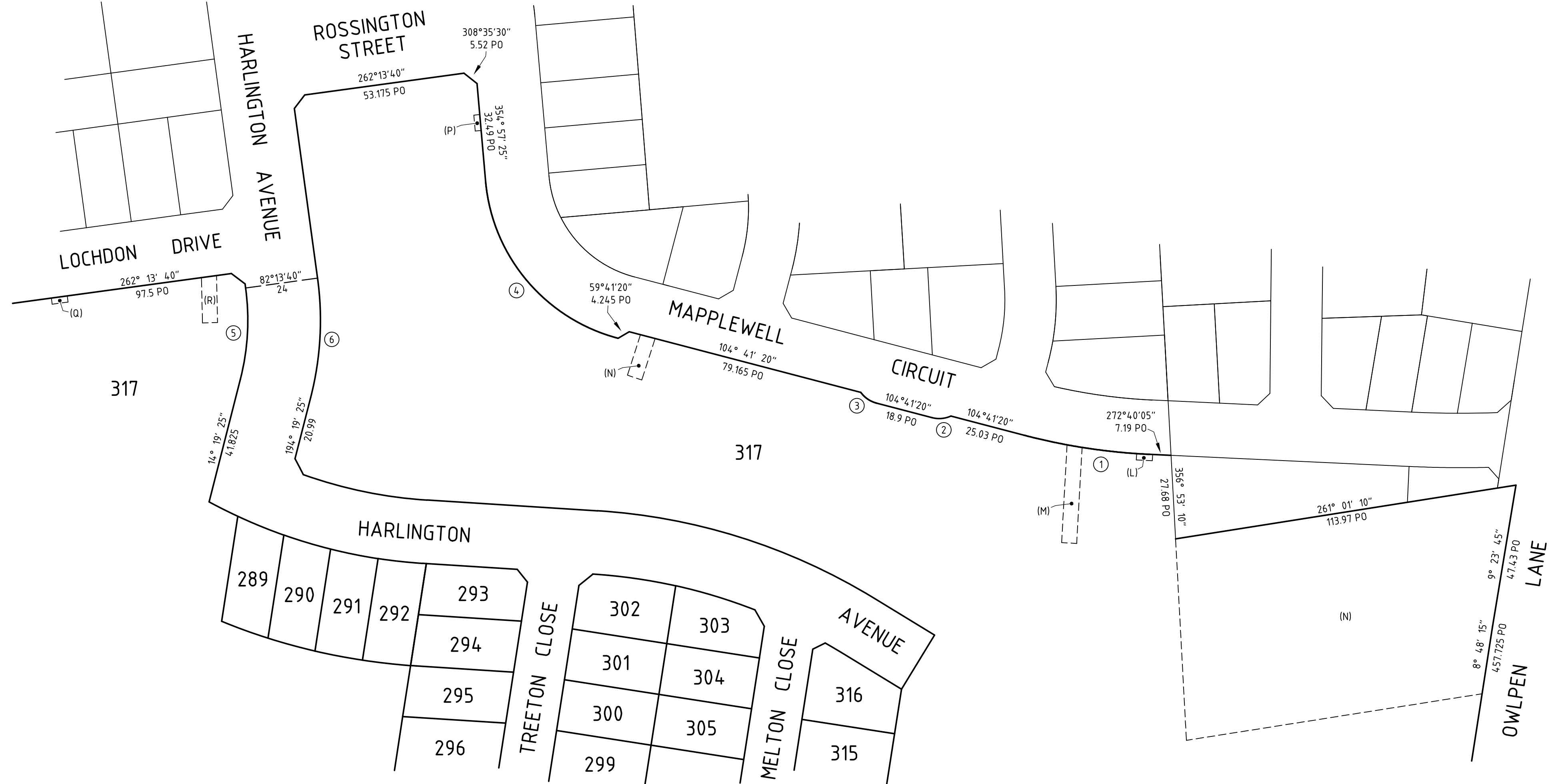
Witness

Schedule One- Plan of Subdivision



M. G. A.

(SCIMS)



SEE
SHEET 3

- (L) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.3 WIDE (DP1255787)
(M) EASEMENT TO DRAIN WATER 5 WIDE (DP1255787)
(N) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1247830)
(P) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (DP1247830)
(Q) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (DP1264960)
(R) EASEMENT TO DRAIN WATER 5 WIDE (DP1264960)

SHORT LINE & ARC TABLE				
Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	278°40'40"	41.885 P0	41.965	200
2	265°16'15"	6.315 P0	6.44	9.5
3	304°06'25"	6.315 P0	6.44	9.5
4	319°49'20"	67.905 P0	72.355	59
5	183°16'35"	30.28	30.465	79
6	3°16'05"	39.45	39.695	103

PRELIMINARY ONLY

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SURVEYOR

Name: THOMAS F CAMPBELL

Date:

Reference: 22064(11)_DP(Draft)_R1_220210

PLAN OF SUBDIVISION OF LOT 189 DP1264962

LGA: MAITLAND

Locality: FARLEY

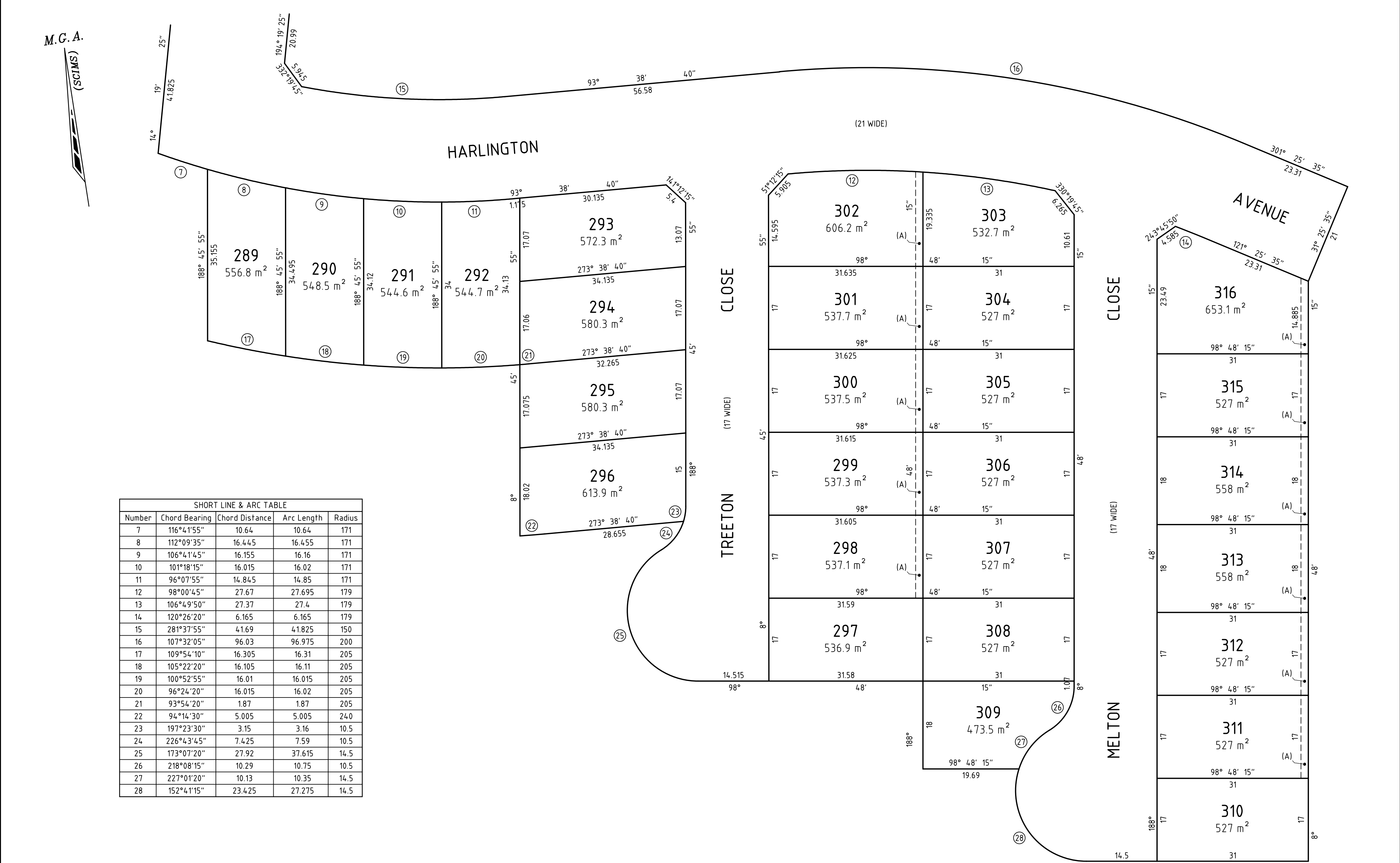
Reduction Ratio 1:500

Lengths are in metres.

REGISTERED

DP1281663

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PRELIMINARY ONLY

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SURVEYOR Name: THOMAS F CAMPBELL Date: Reference: 22064(11)_DP(Draft)_R1_220210	PLAN OF SUBDIVISION OF LOT 189 DP1264962	LGA: MAITLAND Locality: FARLEY Reduction Ratio 1:500 Lengths are in metres.	REGISTERED	DP1281663
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PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered: Title System:		Office Use Only 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.
PLAN OF SUBDIVISION OF LOT 189 DP1264962		LGA: MAITLAND Locality: FARLEY Parish: GOSFORTH County: NORTHUMBERLAND
Survey Certificate I, THOMAS F CAMPBELL of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, or *(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous Signature: Dated: Surveyor Identification No: 8704 Surveyor registered under the <i>Surveying and Spatial information Act 2002</i> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate 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. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: * Strike through if inapplicable
Plans used in the preparation of survey/compilation. DP 1264962		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TREETON CLOSE, MELTON CLOSE & THE EXTENSION OF HARLINGTON AVENUE TO THE PUBLIC AS PUBLIC ROAD.
Surveyor's Reference: 22064(11)_DP(Draft)_R1_220210		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)																																																																																																																																																						
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PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)						
Office Use Only		Office Use Only						
Registered:		PRELIMINARY ONLY						
PLAN OF SUBDIVISION OF LOT 189 DP1264962		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.						
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) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.						
EXECUTED by RAVENSFIELD) DOWNS PTY LIMITED) (ACN: 104 067 398)) in accordance with Section 127 of) the Corporations Act) Name: Position: Name: Position: <tr><td colspan="3">If space is insufficient use additional annexure sheet</td></tr> <tr><td colspan="3">Surveyor's Reference: 22064(11)_DP(Draft)_R1_220210</td></tr>			If space is insufficient use additional annexure sheet			Surveyor's Reference: 22064(11)_DP(Draft)_R1_220210		
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Office Use Only

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Registered:

PRELIMINARY ONLY

PLAN OF SUBDIVISION OF LOT 189 DP1264962

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

Name: _____

Position:

Name: _____

Position:

EXECUTED by)
FARLEY INFRASTRUCTURE PTY LIMITED)
(ACN: 625 305 017))
in accordance with Section 127 of)
the Corporations Act)

Name: _____

Position:

Name: _____

Position:

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 7 sheets)

Plan: PLAN OF SUBDIVISION OF LOT 189 DP1264962
covered by Subdivision Certificate
dated

**Full name and address
of the owner of the land:** Ravensfield Downs PTY Limited
(ACN 104 067 398)
110 High Street
East Maitland NSW 2323

PART 1 - CREATION

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel:	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.5 wide (A)	298 299 300 301 302 311 312 313 314 315 316	297 297, 298 297, 298, 299 297, 298, 299, 300 297, 298, 299, 300, 301 310 310, 311 310, 311, 312 310, 311, 312, 313 310, 311, 312, 313, 314 310, 311, 312, 313, 314, 315
2	Restriction on the Use of Land	289 to 316 inclusive	Every other lot except lot 318

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 7 sheets)

Plan: PLAN OF SUBDIVISION OF LOT 189 DP1264962
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:

Dwelling Houses

- 2.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 120 m² exclusive of car accommodation, external landings and patios.
- 2.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass, timber or concrete treated with painted texture render.
- 2.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.
- 2.4 Not more than one main residential dwelling shall be erected on any lot burdened provided that dual occupancy of a residential dwelling on a lot burdened may be permitted provided: -
 - (a) The dual occupancy is an attached dual occupancy;
 - (b) Each part of the dual occupancy has an internal floor area of not less than 100 m² exclusive of car accommodation, external landings and patios;
 - (c) The building otherwise complies with the covenants herein.
- 2.5 No existing dwelling house or relocatable type dwelling shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

Ancillary Buildings

- 2.6 No ancillary building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless: -
 - (a) It is situate no closer to the street frontage than the dwelling house;

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 7 sheets)

Plan: PLAN OF SUBDIVISION OF LOT 189 DP1264962
covered by Subdivision Certificate
dated

- (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 40m²;

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

Fencing of Common Boundaries

- 2.7 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same: -
 - (a) Is erected on the front boundary;
 - (b) Is erected between the building line, as fixed by the Maitland City Council, and any adjoining public road that exceeds 1,200 mm in height. 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.
- 2.8 No fence shall be erected on a lot burdened unless it is erected without expense to Ravensfield Downs Pty Limited, its successors and permitted assigns other than Purchasers on sale.
- 2.9 No fence shall be erected on a lot burdened unless it is constructed of dark-toned, non-reflective material.

Prohibited Activities

- 2.10 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried out on any lot burdened.
- 2.11 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.
- 2.12 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.
- 2.13 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

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 7 sheets)

Plan: PLAN OF SUBDIVISION OF LOT 189 DP1264962
covered by Subdivision Certificate
dated

used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.

- 2.14 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.
- 2.15 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 Ravensfield Downs Pty Ltd without the prior written consent of Ravensfield Downs Pty Ltd.

Acknowledgment of Covenants

- 2.16 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.
- 2.17 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.
- 2.18 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 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 Ravensfield Downs Pty Limited and if Ravensfield Downs Pty Limited no longer exist or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

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 7 sheets)

Plan: PLAN OF SUBDIVISION OF LOT 189 DP1264962
covered by Subdivision Certificate
dated

Ravensfield Downs)
PTY LIMITED (ACN 104 067 398))
in accordance with Section 127 of the)
Corporations Act)

.....
Signature

.....
Name

.....
Position

.....
Signature

.....
Name

.....
Position

Ravensfield Developments)
PTY LIMITED (ACN 168 955 155))
in accordance with Section 127 of the)
Corporations Act)

.....
Signature

.....
Name

.....
Position

.....
Signature

.....
Name

.....
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 6 of 7 sheets)

Plan: PLAN OF SUBDIVISION OF LOT 189 DP1264962
covered by Subdivision Certificate
dated

Farley Infrastructure)
PTY LIMITED (ACN 625 305 017))
in accordance with Section 127 of the)
Corporations Act)

..... Signature	 Signature
..... Name	 Name
..... Position	 Position

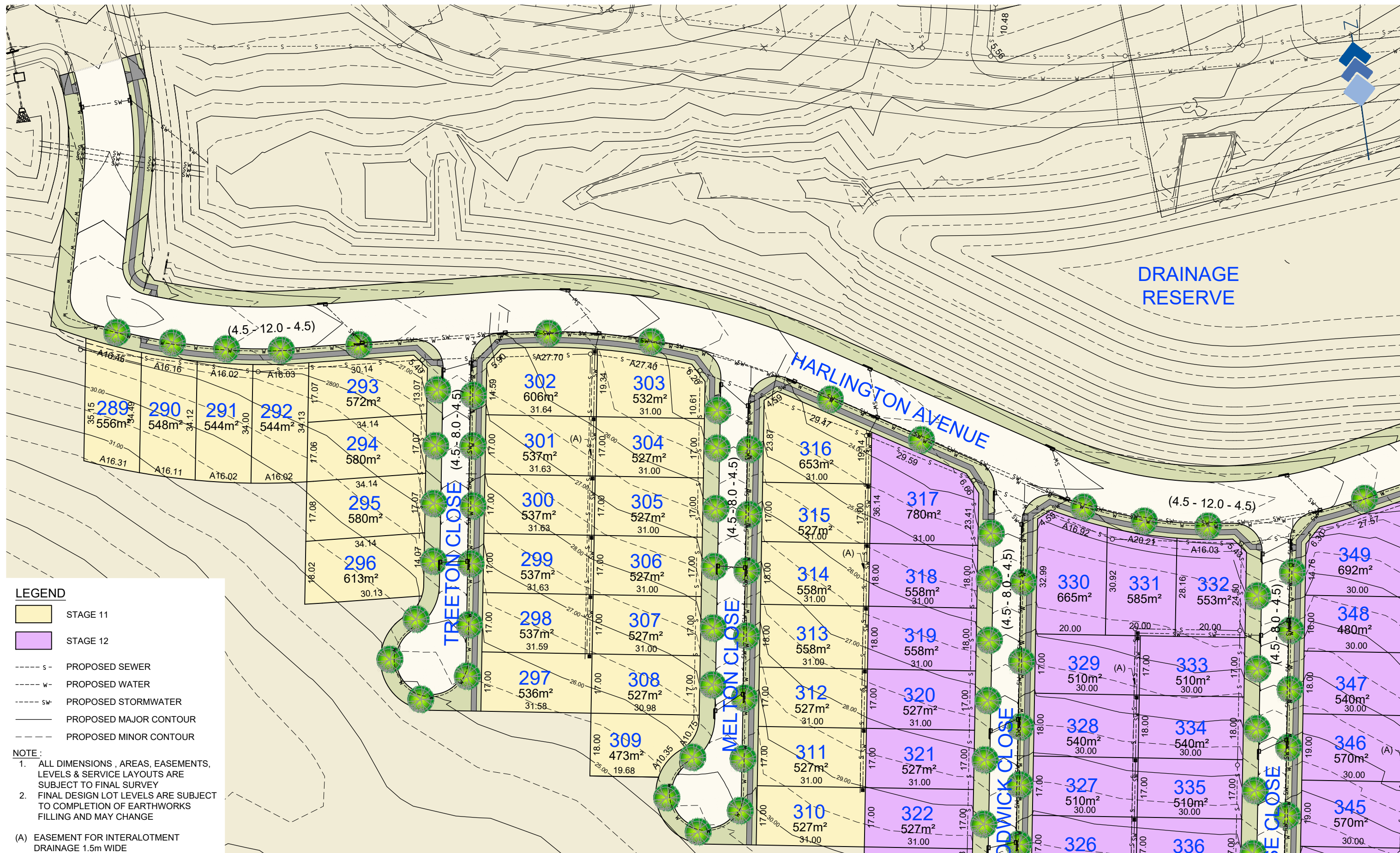
Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.

(Sheet 7 of 7 sheets)

Plan: PLAN OF SUBDIVISION OF LOT 189 DP1264962
covered by Subdivision Certificate
dated

MAITLAND CITY COUNCIL	)	I certify that I am an eligible witness and the
by its authorised delegate pursuant to	)	delegate signed in my presence
s.377 of the Local Government Act 1993	)	
	)	

..... Signature of delegate	 Signature of witness
..... Name of delegate (BLOCK LETTERS)	 Name of witness
	
	 Address of witness



Ravensfield

1 HARTLEY DRIVE | PO BOX 3042 | THORNTON NSW 2322 | PHONE: 02 4966 4966

Project No.	Dwg No.	Rev.
21332M	M01	1
Current as of:		
21 JANUARY 2022		



Ravensfield

1 HARTLEY DRIVE | PO BOX 3042 | THORNTON NSW 2322 | PHONE: 02 4966 4966

Project No.	Dwg No.	Rev.
21332M	M02	1
Current as of:		
21 JANUARY 2022		

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
(a) to what year has a return been made?
(b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. 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.
14. 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.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 7 years:
(i) please identify the building work carried out;
(ii) when was the building work completed?
(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989*.
16. 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?

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. 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?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (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?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. 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

25. 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

ANSWERS TO REQUISITIONS ON TITLE

Vendor: The vendor on the front page of this contract
Purchaser: The purchaser on the front page of this contract
Property: The Lot on the front page of this contract
Date: The date of this contract

1. Noted
2. No
3. Not Applicable
4. Not Applicable
5. Not Applicable
6. Noted
7. Noted
8. Not as far as the Vendor is aware
9. Mortgagee by Appointment
10. Not Applicable
11. Vendor relies on the Contract
12. Purchaser should rely on their own enquiries
13. Noted
14. No
15. a) Vendor presumes so b) Not Applicable c) No d) Not Applicable e) Not Applicable
16. Not as far as Vendor is aware.
17. Not Applicable.
18. a) If there are any, presumably the adjoining owners b) Not Applicable c) Not Applicable
d) No e) No
19. No
20. No
21. No
22. The Vendor relies on the Contract.
23. Not As far as the Vendor is aware.
24. Not Applicable.
25. Not Applicable
26. Not Applicable
27. Noted
28. Noted but not admitted
29. Noted but not admitted



FOLIO: 189/1264962

SEARCH DATE	TIME	EDITION NO	DATE
17/2/2022	4:03 PM	4	8/2/2022

LAND

LOT 189 IN DEPOSITED PLAN 1264962
AT FARLEY
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1264962

FIRST SCHEDULE

RAVENSFIELD DOWNS PTY LTD

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AJ341553 PLANNING AGREEMENT PURSUANT TO SECTION 7.6
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 3 DP1247830 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1247830 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 5 DP1247830 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 6 DP1255787 EASEMENT TO DRAIN WATER 5 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1255787 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.3
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 8 DP1264960 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 9 DP1264960 EASEMENT TO DRAIN WATER 5 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1273118 RIGHT OF ACCESS VARIABLE WIDTH APPURTENANT TO THE
PART SHOWN SO BENEFITED IN DP1273118
- 11 AR870072 MORTGAGE TO FARLEY INFRASTRUCTURE PTY LIMITED
- 12 AR870073 MORTGAGE TO RAVENSFIELD DEVELOPMENTS PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1281663 PP DP1281664.

*** END OF SEARCH ***

3159

PRINTED ON 17/2/2022

M.C.A.

(SCIMS)

SHORT LINE & ARC TABLE				
Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	278°40'40"	4,1885 PO	4,1965	200
2	265°16'15"	6,315 PO	6,44	9.5
3	304°06'25"	6,315 PO	6,44	9.5
4	319°49'20"	67,905 PO	72,355	59

COORDINATE SCHEDULE				
MARK	MGA COORDINATES		CLASS	PU
PM 83579	361 293 511	6 377 913 34.3	A	0.02
PM 44789	358 950 287	6 377 916 323	C	-
SSM 371440	360 982 987	6 378 066 747	B	-
SSM 271451	360 497 10	6 377 478 98	D	-
SSM 271452	360 485 02	6 377 604 41	D	-
SSM 271457	360 469 33	6 377 719 34	D	-
SSM 207126	360 410 10	6 377 467 12	D	-
SSM 207127	360 395 50	6 377 616 93	D	-
SSM 207128	360 373 28	6 377 733 87	D	-
DATE OF SCIMS COORDINATES: 14/07/2021				
			M.G.A. ZONE: 56	M.G.A. DATUM: GDA 2020
COMBINED SCALE FACTOR - 0.999830				

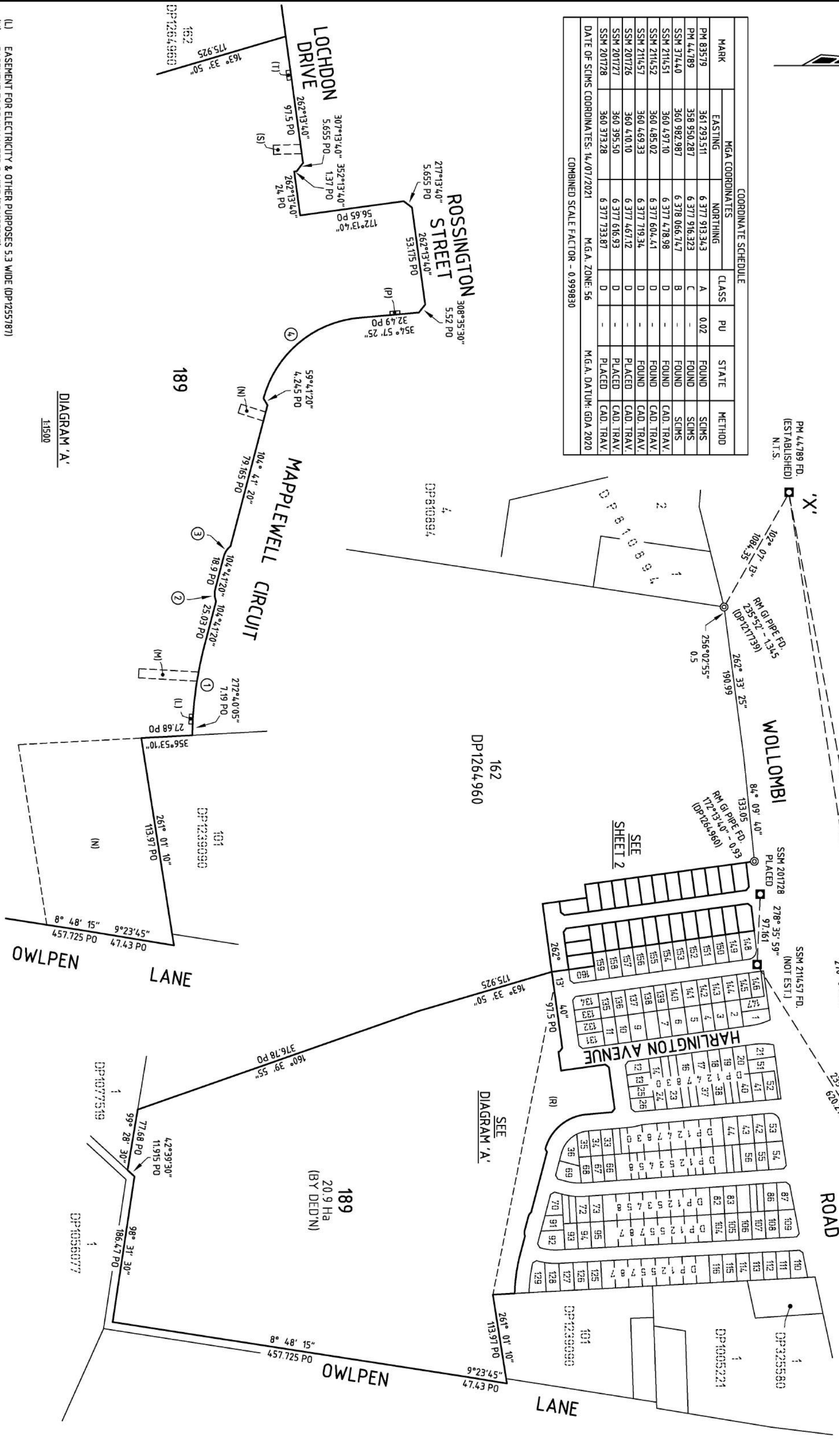


DIAGRAM 'A'

- (L) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.3 WIDE (DP235787)
- (M) EASEMENT TO DRAIN WATER 5 WIDE (DP255787)
- (N) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1247830)
- (P) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (1247830)
- (R) POSITIVE COVENANT (DP1247830)
- (S) EASEMENT DRAIN WATER 5 WIDE (DP1264960)
- (T) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE (DP1264960)

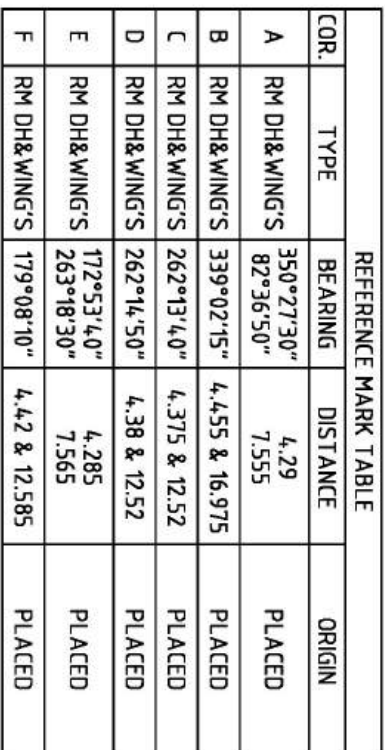
SURVEYOR
Name: THOMAS F CAMPBELL
Date: 14/07/2021
Reference: 20164

PLAN OF SUBDIVISION OF LOT 161 DP1264960 & EASEMENT TO DRAIN WATER WITHIN LOT 162 DP1264960

LGA: MAITLAND
Locality: FARLEY
Reduction Ratio 1:3500
Lengths are in metres.

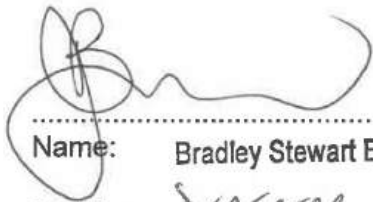
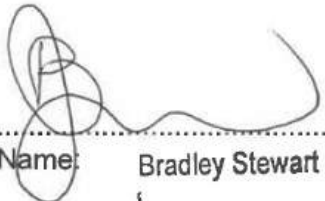
REGISTERED
17/11/2021

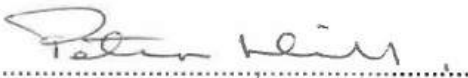
DP1264962



PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)	
Office Use Only Registered:  17/11/2021 Title System: TORRENS		Office Use Only DP1264962			
PLAN OF SUBDIVISION OF LOT 161 DP1264960 & EASEMENT TO DRAIN WATER WITHIN LOT 162 DP1264960		LGA: MAITLAND Locality: FARLEY Parish: GOSFORTH County: NORTHUMBERLAND			
Survey Certificate I, THOMAS F CAMPBELL of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, or *(b) The part of the land shown in the plan (*being*excluding **..... LOT 189.....) 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, 14/07/2021 the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: 'X' - 'Y' Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep-Mountainous- Signature:  Dated: 21/07/2021 Surveyor Identification No: 8704 Surveyor registered under the <i>Surveying and Spatial information Act 2002</i> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:			
Subdivision Certificate I, SCOTT PAGE *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. Signature:  Accreditation number: Consent Authority: MAITLAND CITY COUNCIL Date of endorsement: 8 November 2021 Subdivision Certificate number: SC/2021/161 File number: DA/2014/724 * Strike through if inapplicable AUTHORISED OFFICER Electronic signature of me, Scott Page affixed by me or at my direction on 8 November 2021		Plans used in the preparation of survey/compilation. DP 1230313 DP 1247830 DP 1253458 DP 1255787 DP 1264960			
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE DODWORTH STREET, THE EXTENSION OF LOCHDON DRIVE & THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD.		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			
Surveyor's Reference: 20164					

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)																																																																																																																																																													
Registered: 	Office Use Only 17/11/2021	Office Use Only DP1264962																																																																																																																																																													
PLAN OF SUBDIVISION OF LOT 161 DP1264960 & EASEMENT TO DRAIN WATER WITHIN LOT 162 DP1264960		This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> - Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals - See 195D <i>Conveyancing Act 1919</i> - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																																																																																																																																																													
Subdivision Certificate number : ...SC/2021/161..... Date of Endorsement : ...8 November 2021.....																																																																																																																																																															
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:- 1. EASEMENT TO DRAIN WATER 1.5 WIDE (A) 2. RESTRICTION ON THE USE OF LAND 3. EASEMENT TO DRAIN WATER 5 WIDE (B) TO RELEASE:- 1. RIGHT OF CARRIAGEWAY 21.5 WIDE (DP1264960)																																																																																																																																																															
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Registered:  17/11/2021	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 161 DP1264960 & EASEMENT TO DRAIN WATER WITHIN LOT 162 DP1264960	DP1264962	
Subdivision Certificate number : ...SC/2021/161..... Date of Endorsement : ...8 November 2021.....	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
EXECUTED by RAVENSFIELD) DOWNS PTY LIMITED) (ACN: 104 067 398)) in accordance with Section 127 of) the Corporations Act)  Name: Bradley Stewart Everett Position: DIRECTOR  Name: Geoffrey William O'Shea Position: DIRECTOR EXECUTED by RAVENSFIELD) DEVELOPMENTS PTY LIMITED) (ACN: 168 955 155)) in accordance with Section 127 of) the Corporations Act)  Name: Bradley Stewart Everett Position: DIRECTOR  Name: GREGORY FARROW Position: DIRECTOR If space is insufficient use additional annexure sheet		
Surveyor's Reference: 20164		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)
Registered:  17/11/2021	Office Use Only	Office Use Only
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EXECUTED by FARLEY INFRASTRUCTURE PTY LIMITED (ACN: 625 305 017) in accordance with Section 127 of the Corporations Act  Name: <u>PETER HILL</u> Position: <u>DIRECTOR</u>  Name: <u>BARRY WILLIAM THOMAS</u> Position: <u>DIRECTOR</u> If space is insufficient use additional annexure sheet		
Surveyor's Reference: 20164		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)
Registered:  17/11/2021	Office Use Only	Office Use Only
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Date of Endorsement : 8 November 2021		
EXECUTED by MAITLAND MUTUAL LIMITED MAITLAND MUTUAL LIMITED ACN 087 651 983 BY ITS ATTORNEY (name) <u>KIERAN QUIGLEY</u> (position) <u>MANAGER LENDING AND COMPLIANCE</u> PURSUANT TO POWER OF ATTORNEY REGISTERED <u>BOOK 4677 NO 414</u> (signed) <u></u> (witness) <u>Narelle Bradley</u> (Address) <u>6 Mitchell Drive East Maitland</u> (signed) <u>N Bradley</u>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 20164		

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 8 sheets)

Plan: DP1264962

PLAN OF SUBDIVISION OF LOT 161 DP1264960 & EASEMENT TO DRAIN WATER WITHIN LOT 162 DP1264960

covered by Subdivision Certificate SC/2021/161
 dated 8 November 2021

**Full name and address
 of the owner of the land:**

Ravensfield Downs PTY Limited
 (ACN 104 067 398)
 110 High Street
 East Maitland NSW 2323

PART 1 - CREATION

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel:	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.5 wide (A)	174 173 172 171 170 169 168 167 166 165 164 188 189 162/1264960	175 174, 175 173 to 175 inclusive 172 to 175 inclusive 171 to 175 inclusive 170 to 175 inclusive 169 to 175 inclusive 168 to 175 inclusive 167 to 175 inclusive 166 to 175 inclusive 165 to 175 inclusive Part 162/1264960 designated (BA) on the Plan Part 162/1264960 designated (BA) on the Plan
2	Restriction on the Use of Land	161 to 188 inclusive	Every other lot except lot 189 & 162/1264960
3	Easement to drain water 5 wide (B)	162/1264960	Maitland City Council

PART 1A - RELEASE

Number of item shown in the intention panel on the plan	Identity of easement or profit a prendre to be released and referred to in the plan.	Burdened lot(s) or parcel:	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of carriageway 21.5 wide (DP1264960)	161/1264960	162/1264960

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 2 of 8 sheets)

Plan: DP1264962

PLAN OF SUBDIVISION OF LOT 161 DP1264960 &
EASEMENT TO DRAIN WATER WITHIN LOT 162
DP1264960
covered by Subdivision Certificate SC/2021/161
dated 8 November 2021

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:**

Dwelling Houses

- 2.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 120 m² exclusive of car accommodation, external landings and patios.
- 2.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass, timber or concrete treated with painted texture render.
- 2.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.
- 2.4 Not more than one main residential dwelling shall be erected on any lot burdened provided that dual occupancy of a residential dwelling on a lot burdened may be permitted provided: -
- (a) The dual occupancy is an attached dual occupancy;
 - (b) Each part of the dual occupancy has an internal floor area of not less than 100 m² exclusive of car accommodation, external landings and patios;
 - (c) The building otherwise complies with the covenants herein.
- 2.5 No existing dwelling house or relocatable type dwelling shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

Ancillary Buildings

- 2.6 No ancillary building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless: -
- (a) It is situate no closer to the street frontage than the dwelling house;
 - (b) It has external walls constructed of materials permitted for the external walls of the dwelling house;
 - (c) It has a roof constructed of materials permitted for the dwelling house;
 - (d) It has an internal floor area of less than 40m²;


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 3 of 8 sheets)

Plan: DP1264962

PLAN OF SUBDIVISION OF LOT 161 DP1264960 &
EASEMENT TO DRAIN WATER WITHIN LOT 162
DP1264960

covered by Subdivision Certificate SC/2021/161
dated 8 November 2021

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

Fencing of Common Boundaries

- 2.7 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same:
- (a) Is erected on the front boundary;
 - (b) Is erected between the building line, as fixed by the Maitland City Council, and any adjoining public road that exceeds 1,200 mm in height. 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.
- 2.8 No fence shall be erected on a lot burdened unless it is erected without expense to Ravensfield Downs Pty Limited, its successors and permitted assigns other than Purchasers on sale.
- 2.9 No fence shall be erected on a lot burdened unless it is constructed of dark-toned, non-reflective material.

Prohibited Activities

- 2.10 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried out on any lot burdened.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 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.
- 2.15 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 Ravensfield Downs Pty Ltd without the prior written consent of Ravensfield Downs Pty Ltd.


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 4 of 8 sheets)

Plan: DP1264962

PLAN OF SUBDIVISION OF LOT 161 DP1264960 &
EASEMENT TO DRAIN WATER WITHIN LOT 162
DP1264960
covered by Subdivision Certificate SC/2021/161
dated 8 November 2021

Acknowledgment of Covenants

- 2.16 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.
- 2.17 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.
- 2.18 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 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 Ravensfield Downs Pty Limited and if Ravensfield Downs Pty Limited no longer exist or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.


.....
Initials

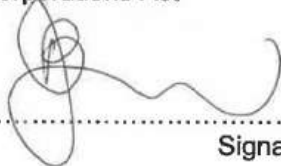
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(Sheet 5 of 8 sheets)

Plan: **DP1264962**

PLAN OF SUBDIVISION OF LOT 161 DP1264960 &
EASEMENT TO DRAIN WATER WITHIN LOT 162
DP1264960
covered by Subdivision Certificate SC/2021/161
dated 8 November 2021

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



Signature

Bradley Stewart Everett

Name



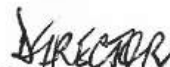
Position



Signature

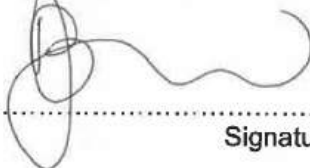
Geoffrey William O'Shea

Name



Position

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



Signature

Bradley Stewart Everett

Name



Position



Signature

GREGORY FARROW

Name



Position


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.

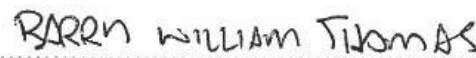
(Sheet 6 of 8 sheets)

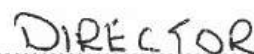
Plan: **DP1264962**

PLAN OF SUBDIVISION OF LOT 161 DP1264960 &
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DP1264960
covered by Subdivision Certificate SC/2021/161
dated 8 November 2021

FARLEY INFRASTRUCTURE PTY LIMITED
(ACN 625 305 017)
in accordance with Section 127 of the
Corporations Act


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Signature


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Name


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Position


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Signature


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Name


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(Sheet 7 of 8 sheets)

Plan: DP1264962

PLAN OF SUBDIVISION OF LOT 161 DP1264960 &
EASEMENT TO DRAIN WATER WITHIN LOT 162
DP1264960

covered by Subdivision Certificate SC/2021/161

dated 8 November 2021

MAITLAND MUTUAL LIMITED

MAITLAND MUTUAL LIMITED

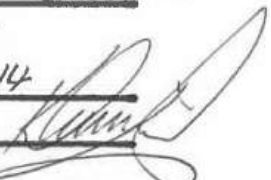
ACN 087 651 983 BY ITS ATTORNEY

(name) KIERAN QUIGLEY

(position) MANAGER LENDING AND COMPLIANCE

PURSUANT TO POWER OF ATTORNEY

REGISTERED BOOK 4677 NO 414

(signed) 

(witness) Narelle Bradley

(Address) 6 Mitchell Drive East Maitland

(signed) Bradley


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 8 sheets)

Plan: DP1264962

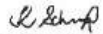
PLAN OF SUBDIVISION OF LOT 161 DP1264960 &
EASEMENT TO DRAIN WATER WITHIN LOT 162
DP1264960

covered by Subdivision Certificate SC/2021/161
dated 8 November 2021

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

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

.....
KAREN SCHRODER
Name of witness

AUTHORISED OFFICER
Electronic signature of me, Scott Page affixed by me or at my direction on
8 November 2021

.....
285 HIGH STREET MAITLAND
.....

.....
Address of witness

WITNESS
Electronic signature of me, Karen Schroder affixed by me or at my direction on
8 November 2021

REGISTERED:



17/11/2021


.....
Initials

Form: 11R
Release: 4-1**REQUEST**New South Wales
Real Property Act 1900**AJ341553A**

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to use the information provided 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.

(A) STAMP DUTY

If applicable. Office of State Revenue use only

(B) TORRENS TITLE

17/2881 and 1/456832

(C) REGISTERED DEALING

Number

Torrens Title

(D) LODGED BYDocument
Collection
Box**28A**

Name, Address or DX, Telephone, and Customer Account Number if any

LLPN: SAI GLOBAL Property
124247U DX 885 SYDNEY
02 9210 0700

Reference:

45905920 - HUNTER

CODE

R**(E) APPLICANT**
Ravensfield Downs Pty Ltd ACN 104 067 398 and Ravensfield Developments Pty
Ltd ACN 168 955 155
(F) NATURE OF REQUEST
Registration of Planning Agreement pursuant to s93H Environmental Planning
& Assessment Act 1979
(G) TEXT OF REQUEST

The Registrar General to register on the Land at Item B the Planning Agreement between the Minister for Planning, Ravensfield Downs Pty Ltd and Ravensfield Developments Pty Ltd which is at Annexure B to this Request and which is annexed and forms part of this Request.

DATE

- (H)** Certified correct for the purposes 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: Ravensfield Downs Pty Limited ACN 104 067 398
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Office held:

Hil Hon Ross Gingeon
Sole Director/Secretary

Name of authorised person:

Office held:

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

The applicant _____ 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 46

1303

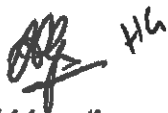
This is Annexure A to the Request for registration of the Voluntary Planning Agreement on folios 17/2881 and 1/456832.

Ravensfield Developments Pty Ltd as a party to the Voluntary Planning Agreement dated 27 February 2015 and Mortgagee under Mortgage A1 818374.

Certified correct for the purposes 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: Ravensfield Developments Pty Ltd ACN 168 955 155
Authority: Section 127 Corporations Act 2001

Signature of authorised person:



Name of authorised person: Milton Rose Grice
Office held: Director

Signature of authorised person:



Name of authorised person: Gregory Farroll
Office held: Director

Minister for Planning
ABN 38 755 709 681

and

Ravensfield Downs Pty Limited
ACN 104 067 398

Ravensfield Developments Pty Limited
ACN 168 955 155

Planning Agreement

Environmental Planning and Assessment Act 1979

Two handwritten signatures in black ink. The top signature is a stylized 'J' or 'G' with a flourish. The bottom signature is a cursive 'M' followed by a horizontal line.

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THIS deed is dated 27.2.15

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PARTIES:

MINISTER FOR PLANNING (ABN 38 755 709 681) of Level 15, 52 Martin Place, Sydney, New South Wales, 2000 (Minister)

AND

RAVENSFIELD DOWNS PTY LIMITED (ACN 104 067 398) C/- Maitland Accountancy Services Suite 4, 110 High Street, East Maitland, New South Wales, 2323

RAVENSFIELD DEVELOPMENTS PTY LIMITED (ACN 168 955 155) C/- Pitcher Partners 20 Church Street, Maitland, New South Wales, 2320

(together referred to as the Developer)

INTRODUCTION:

- A** Ravensfield Downs Pty Limited owns the Land.
- B** Ravensfield Downs Pty Limited has made a Development Application (DA 14/724) to the Consent Authority in respect of the Land to subdivide the Land into approximately 310 lots, including approximately 307 residential lots.
- C** Ravensfield Developments Pty Limited proposes to carry out the Development on the Land.
- D** Clause 6.1 of the LEP provides that the Consent Authority must not grant Development Consent to the Development Application 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 public infrastructure referred to in clause 6.1 of the LEP.
- E** Ravensfield Downs Pty Limited and Ravensfield Developments Pty Limited have 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 clause 6.1 of 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).

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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 2011.

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

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 which the Minister determines in its sole discretion.

CPI Adjustment Date means 1 July 2012 and each anniversary of 1 July 2012 thereafter.

Current CPI means the CPI number for the quarter ending immediately before 31 March in the relevant adjustment year.

Development means the subdivision of the Land into approximately 307 residential lots, 1 park and 2 drainage reserves generally in accordance with Development Application 14/724 which has been 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.

Draft Determination means the draft *Environmental Planning and Assessment (Special Infrastructure Contribution – Lower Hunter) Determination 2011* as set out in Schedule 6 of this deed.

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).

Land means the land described in Schedule 3 of this deed.

LEP means the *Maitland Local Environmental Plan 2011*.

Net Developable Area means the net developable area of the Land as calculated having regard to the Draft Determination or any determination made in accordance with section 94EE of the Act with respect to the Land.

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 and Environment from time to time.

Security Amount means the amount identified in clause 2(a) of Schedule 5 of this deed.

Special Infrastructure Contribution means a contribution determined in accordance with section 94EE of the Act with respect to the Land.

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, schedule or 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 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 will commence from the date 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 93F of the Act.

2.3 Application

This deed applies to:

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

3 Application of sections 94, 94A and 94EF of the Act

The application of sections 94, 94A and 94EF 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.

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4.2 Determination of Special Infrastructure Contribution

- (a) This clause will apply where:
 - (i) the Minister determines a Special Infrastructure Contribution; and
 - (ii) upon the date of determination of the Special Infrastructure Contribution, the Developer has not provided the Development Contribution in full.
- (b) If the determination of a Special Infrastructure Contribution specifies a rate or method of calculation for a contribution amount that if applied to this deed would result in a contribution amount that is less than the amount that would have been payable under this deed having regard to the rate and method of calculation of a Contribution Amount, then:
 - (i) the Special Infrastructure Contribution amount will be deemed to be the Contribution Amount for the purpose of this deed;
 - (ii) the Minister will not be required to refund any part of the Development Contribution paid by the Developer under this deed to the extent that such amounts exceed the Special Infrastructure Contribution; and
 - (iii) the Developer will be entitled to a credit to be offset against the balance of any unpaid Contribution Amounts payable under this deed as at the date of the determination for an amount equal to the difference between:
 - (A) all paid Contribution Amounts as at the date of the determination of the Special Infrastructure Contribution; and
 - (B) the Special Infrastructure Contribution.

4.3 Acknowledgement

The Developer acknowledges and agrees that the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose 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 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 will be 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 Bank Guarantee to the Minister in accordance with the terms and procedures set out in Schedule 5.

7 REGISTRATION

7.1 Registration of deed

Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense will take all practical steps and otherwise do anything to procure:

- (a) the consent of each person who:
 - (i) has an estate or interest in the Land registered under the Real Property Act; or
 - (ii) is seized or possessed of an estate or interest in the Land; and
- (b) the execution of any documents; and
- (c) the production of the relevant certificates of title; and
- (d) the lodgement and registration of this deed, by the Registrar-General in the relevant folio of the Register, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.

7.2 Evidence of registration

The Developer will provide the Minister with a copy of the relevant folio of the Register and a copy of the registered dealing 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 Developer's Interest in Land

The Developer represents and warrants that it is:

- (a) the owner of the Land; or
- (b) legally and beneficially entitled to become the owner of the Land and will become the legal and beneficial owner of the Land, prior to the date that this deed is required to be registered under clause 7.1 of this deed; and
- (c) 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) to assist, cooperate and to otherwise do all things necessary for the Developer to comply with its obligations under clause 7.

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 techniques such as mediation, expert evaluation or other techniques 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 Rules of the Law Society of NSW. 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 will 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 GST Exclusive. 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 under or in connection with this deed (the **GST Amount**), the Recipient will pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as Recipient of the supply, the Developer will 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 will assume the Minister is not entitled to any input tax credit.

9.8 No merger

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

10 ASSIGNMENT

10.1 Consent

This deed is personal to each party and no party may assign the rights or benefits of this deed to any person except:

- (a) to a related body corporate, after obtaining the consent of the other parties, which the other parties must not withhold if it is reasonably satisfied that the related body corporate has sufficient assets, resources and expertise to perform all of the assigning party's obligations under this deed; or
- (b) to any other person, with the prior consent of the other parties, which the other parties may give, give conditionally or withhold in its absolute discretion.

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) Ravensfield Developments Pty Limited enters into this deed in its capacity as the trustee for the Ravensfield Developments Unit Trust.
- (b) Ravensfield Developments Pty Limited warrants that:
 - (i) it is the sole trustee of the Ravensfield Developments Unit Trust and no action has been taken to remove or replace it;
 - (ii) it is authorised under the trust deed of the Ravensfield Developments Unit Trust to enter into this deed;
 - (iii) it is not in breach of the trust deed of the Ravensfield Developments Unit Trust; and
 - (iv) it has the power under the deed constituting the Ravensfield Developments Unit Trust to execute and perform its obligations under this deed and all necessary action has been taken to authorise the execution and performance of this deed under the trust deed constituting the Ravensfield Developments Unit Trust.
- (c) If the trustee of the Ravensfield Developments Unit Trust is replaced in accordance with the trust deed of the Ravensfield Developments Unit Trust:
 - (i) the Minister and the replacement trustee will enter into a new deed on the same terms as this deed; and
 - (ii) the Minister and the outgoing trustee will release each other from the requirement to observe and perform any future obligation under this deed; and

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- (iii) the outgoing trustee will pay the reasonable costs and expenses of the Minister in relation to the replacement of a trustee under this clause and the costs and expenses of registering any new deed on the title to the Land.

12 REPORTING REQUIREMENT

- (a) On each anniversary of the date of this deed or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report which must include those matters set out in clauses (b) and (c), as applicable.
- (b) If the Developer has not provided a Contribution Amount in the 12 month period immediately preceding the relevant anniversary of this deed, the Report must include:
 - (i) a description of the status of the Development;
 - (ii) a forecast in relation to the anticipated progression and completion of the Development; and
 - (iii) an estimated date for when the Developer expects to lodge the first Planning Application.
- (c) If the Developer has provided one or more Contribution Amounts under this deed, the report must include:
 - (i) details of all Development Consents granted in relation to the Development;
 - (ii) a schedule that details all Contribution Amounts provided under this deed as at the date of the report; and
 - (iii) an estimated date for when the Developer expects to lodge the next Planning Application.
- (d) 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.

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, will not merge on the occurrence of that event but will remain 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 shall 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 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 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 facsimile transmission; or
 - (iii) sent by prepaid ordinary mail within Australia.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery;
 - (ii) sent by facsimile transmission during any Business Day, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted; or
 - (iii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting.

SCHEDULE 1

Table 1 – Requirements under section 93F 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.

REQUIREMENT UNDER THE ACT	THIS DEED
Planning instrument and/or development application – (section 93F(2)) The Developer has: (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies. (a) No (b) Yes (c) N/A	
Description of land to which this deed applies – (section 93F(3)(a))	See Schedule 3
Description of change to the environmental planning instrument to which this deed applies – (section 93F(3)(b))	N/A
The scope, timing and manner of delivery of contribution required by this deed – (section 93F(3)(c))	See Schedule 4
Applicability of sections 94 and 94A of the Act – (section 93F(3)(d))	The application of sections 94 and 94A of the Act is not excluded in respect of the Development.
Applicability of section 94EF of the Act – (section 93F(3)(d))	The application of section 94EF of the Act is excluded in respect of the Development.
Consideration of benefits under this deed if section 94 applies – (section 93F(5))	No.
Mechanism for Dispute Resolution – (section 93F(3)(f))	See clause 8
Enforcement of this deed – (section 93F(3)(g))	See clause 6
No obligation to grant consent or exercise functions – (section 93F(10))	See clause 13.13

Table 2 – Other matters

REQUIREMENT UNDER THE ACT OR REGULATION	THIS DEED
Registration of the Planning Agreement – (section 93H of the Act)	Yes (see clause 7)
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)	No
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)	No
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)	Yes (see clause 3(b) of Schedule 4)

SCHEDULE 2

Address for Service (clause 1.1)

Minister

Contact: The Secretary.
Address: Department of Planning and Environment
23-33 Bridge Street
SYDNEY NSW 2000.
Facsimile No: (02) 9228 6191.

Developer: Ravensfield Downs Pty Ltd.
Contact: Brad Everett, Hunter Land Pty Ltd.
Postal Address: PO Box 3042 Thornton NSW, 2322.
Facsimile No: 02 4966 3644.
Registered Office of Ravensfield Downs Pty Ltd: C/- Maitland Accountancy Services Suite 4, 110 High Street, East Maitland, New South Wales, 2323.

Developer: Ravensfield Developments Pty Ltd.
Contact: Brad Everett, Hunter Land Pty Ltd.
Postal Address: PO Box 3042 Thornton NSW 2322.
Facsimile No: 02 4966 3644
Registered Office of Ravensfield Developments Pty Ltd: C/- Pitcher Partners 20 Church Street, Maitland, New South Wales, 2320.

SCHEDULE 3

Land (clause 1.1)

1 Lots proposed for development

That part of the land comprising Lot 17 in DP 2881 and Lot 1 in DP 456832 (as subdivided from time to time) which is shown hatched on the map which forms Attachment A to this deed.

SCHEDULE 4

Development Contributions (clause 4)

1 Development Contributions

The Developer undertakes to make the following Development Contributions:

- (a) The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

Development Contribution	Value	Timing
Contribution Amount - Cash contribution towards designated state public infrastructure	\$72,440 per hectare of Net Developable Area for any part of the Land to which each Subdivision Certificate application relates.	Pursuant to clause 3 of this Schedule 4.

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

2 Calculation of the value of a Contribution Amount

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

$$X = N \times \$72,440$$

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

- (b) Notwithstanding clause 9(2) of the Draft Determination, Net Developable Area is not to include any land that is to be dedicated for the purpose of public roads.
- (c) On each CPI Adjustment Date, the value of X in clause 2(a) will be adjusted by multiplying X 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 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 109J(1)(c1) of the Act.

SCHEDULE 6

Security terms (clause 6)

1 Developer to provide a Bank Guarantee

- (a) In order to secure the payment of each Contribution Amount, the Developer has agreed to provide security in the form of a Bank Guarantee.
- (b) The Bank Guarantee must:
 - (i) name the "Minister for Planning and Department of Planning and Environment ABN 38 755 709 681" as the relevant beneficiaries; and
 - (ii) not have an expiry date.

2 Bank Guarantee

- (a) Upon execution of this deed, the Developer will provide security to the Minister in the form of the Bank Guarantee for a face value equivalent to \$20,000.
- (b) From the date of execution of this deed until the date that the Developer has provided the Development Contribution in full, the Minister will be entitled to retain the Bank Guarantee.

3 Claims under the Bank Guarantee

- (a) The Minister may call upon the Bank Guarantee where:
 - (i) the Developer has failed to pay a Contribution Amount on or before the date for payment under this deed; or
 - (ii) the Developer has failed to provided one or more Bank Guarantees to ensure that at all times the value of the security held by the Minister is for a face value equivalent to the Security Amount,and retain and apply such monies towards the costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon a Bank Guarantee the Minister must give the Developer not less than 10 Business Days written notice.
- (c) If :
 - (i) the Minister calls upon the Bank Guarantee; and
 - (ii) applies all or part of such monies towards the 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 Bank Guarantee in accordance with clause 3(b) of this Schedule 5,

then the Developer must provide to the Minister a replacement Bank Guarantee to ensure that at all times until the date that the Developer has provided the Development Contribution in full, the Minister is in possession of a Bank Guarantee for a face value equivalent to \$20,000.

4 Release of Bank Guarantee

If:

- (a) the Developer has satisfied all of its obligations under this deed secured by the Bank Guarantee; and
- (b) the whole of the monies secured by the Bank Guarantee have not been expended and the monies accounted for in accordance with clause 3 of 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

Draft Determination (clause 1.1)

Public Consultation Draft

Environmental Planning and Assessment (Special Infrastructure Contribution – Lower Hunter) Determination 2011

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, in pursuance of section 94EE of the *Environmental Planning and Assessment Act 1979*, make the following Determination.

Minister for Planning

Dated:

1 Name of Determination

This Determination is the *Environmental Planning and Assessment (Special Infrastructure Contribution – Lower Hunter) Determination 2011*.

2 Commencement

This Determination takes effect on [insert date].

3 Definitions

(1) In this Determination:

contribution rate – see clauses 7 and 8.

deferred payment arrangement – see clause 17.

developer means the person having the benefit of a development consent for the time being.

industrial land means:

(a) land within any of the following land use zones specified in the Standard Instrument:

- (i) Zone B5 Business Development,**
- (ii) Zone B7 Business Park,**
- (iii) Zone IN1 General Industrial,**

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- (iv) Zone IN2 Light Industrial,
- (v) Zone IN3 Heavy Industrial, and

(b) land within a land use zone that is equivalent to any such land use zone, and

(c) land within any land use zone:

- (i) that adjoins industrial land described in paragraph (a) or (b), and
- (ii) on which development for a purpose permitted on the adjoining industrial land is authorised to be carried out under a development consent that is granted pursuant to a provision of an environmental planning instrument that is in the same terms, or substantially the same terms, as clause 5.3 (Development near zone boundaries) of the Standard Instrument.

infrastructure has the same meaning as it has in Subdivision 4 of Division 6 of Part 4 of the Act.

relevant development means development for which a special infrastructure contribution must be made under this Determination.

residential land means:

(a) land within any of the following land use zones specified in the Standard Instrument:

- (i) Zone R1 General Residential,
- (ii) Zone R2 Low Density Residential,
- (iii) Zone R3 Medium Density Residential,
- (iv) Zone R4 High Density Residential,
- (v) Zone R5 Large Lot Residential,
- (vi) Zone RE2 Private Recreation,
- (vii) Zone E4 Environmental Living, and

Note. Examples of land use zones equivalent to those specified in the Standard Instrument are Zone 2 (Residential Zone) and Zone 6(b) (Private Open Space and Recreation Zone), as provided by *Singleton Local Environmental Plan 1996*.

(b) land within a land use zone that is equivalent to any such land use zone, and

(c) land within any land use zone:

- (i) that adjoins residential land described in paragraph (a) or (b), and
- (ii) on which development for a purpose permitted on the adjoining residential land is authorised to be carried out under a development consent that is granted pursuant to a provision of an environmental planning instrument that is in the same terms, or substantially the same terms, as clause 5.3 (Development near zone boundaries) of the Standard Instrument.

special infrastructure contribution means a development contribution that is determined under section 94EE of the Act.

special infrastructure contribution works-in-kind agreement – see clause 25.

Standard Instrument means the standard instrument for a principal local environmental plan prescribed by the *Standard Instrument (Local Environmental Plans) Order 2006*.

strata certificate means a strata certificate within the meaning of the *Strata Schemes (Freehold Development) Act 1973* or the *Strata Schemes (Leasehold Development) Act 1986*.

strata lot means a lot within the meaning of section 5 (1) of the *Strata Schemes (Freehold Development) Act 1973* or section 4 (1) of the *Strata Schemes (Leasehold Development) Act 1986*.

Sydney CPI number means the Consumer Price Index (All Groups Index) for Sydney issued by the Australian Statistician.

the Act means the *Environmental Planning and Assessment Act 1979*.

the map marked "Lower Hunter – Special Contributions Area" means the map marked "Lower Hunter – Special Contributions Area" referred to in Schedule 5A to the Act.

Lower Hunter Special Contributions Area means the land described in Schedule 5A to the Act as the land shown edged heavy black on the map marked "Lower Hunter – Special Contributions Area".

- (2) A word or expression used in this Determination has the same meaning as it has in the Act, unless otherwise defined.

Note. See section 4B of the *Environmental Planning and Assessment Act 1979* for the meaning of *subdivision of land*. Subdivision of land includes community title subdivision under the *Community Land Development Act 1989*.

- (3) The following words or expressions have the same meanings as they have in the Standard Instrument:

- (a) emergency services facility,
- (b) health services facility,
- (c) neighbourhood shop,
- (d) passenger transport facility,
- (e) public utility undertaking,
- (f) recreation area,
- (g) shop top housing.

- (4) A reference in this Determination to the Minister in relation to a deferred payment arrangement or special infrastructure contribution works-in-kind agreement includes a reference to the Director-General, or other officer of the Department of Planning, acting for and on behalf of the Crown in right of the State of New South Wales.

- (5) Notes in this Determination are provided for guidance only.**

4 Development for which SIC must be made

- (1) Subject to this clause, a special infrastructure contribution must be made for development on the following land within the Lower Hunter Special Contributions Area:**

- (a) residential land within the Lower Hunter Special Contributions Area,
(b) industrial land within the Lower Hunter Special Contributions Area.

Note. A special infrastructure contribution may be imposed only as a condition of development consent. Accordingly, such a contribution can be required only in respect of development that may be carried out with development consent. A special infrastructure contribution cannot be imposed as a condition of consent if a planning agreement made in accordance with section 93F of the *Environmental Planning and Assessment Act 1979* excludes the application of section 94EF.

- (2) A special infrastructure contribution is not required to be made for development for the purpose of any of the following:
- (a) government school (within the meaning of the *Education Act 1990*),
 - (b) TAFE establishment,
 - (c) emergency services facility,
 - (d) health services facility owned or operated by a public authority,
 - (e) golf course (but not including any associated building such as a club house),
 - (f) neighbourhood shop,
 - (g) passenger transport facility,
 - (h) public utility undertaking,
 - (i) bus depot, whether or not owned or operated by a public authority,
 - (j) recreation area,
 - (k) shop top housing,
 - (l) roads, or other public amenities or public services, in connection with which development contributions have been imposed under section 94 or section 94A of the Act or may be imposed in accordance with a contributions plan approved under section 94EA of the Act,
 - (m) roads or other infrastructure in connection with which special infrastructure contributions have been, or may be, imposed in accordance with this Determination.

Note. See Appendix 1 to this Determination for the items of infrastructure in connection with which a special infrastructure contribution is required to be made under this Determination

- (3) If a special infrastructure contribution has been required to be made for development on land in accordance with this Determination, a further special infrastructure contribution is not required to be made for other development on that land.
- (4) A special infrastructure contribution is not required to be made for any of the following kinds of development:
- (a) subdivision for the purpose only of creating a lot (no more than 0.1 hectare in area) to contain an existing lawful habitable dwelling,
 - (b) subdivision for the purpose only of rectifying an encroachment on any existing lot,
 - (c) development on land in relation to which the Director-General has certified to the consent authority that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure.
- (5) A special infrastructure contribution is not required to be made for development that satisfies both of the following:
- (a) the development comprises the subdivision of land (other than a strata subdivision or a subdivision that is only for the purpose of a creating a lot to contain an existing habitable dwelling),
 - (b) the Director-General has, having regard to relevant planning controls, certified to the consent authority that each lot resulting from the subdivision is a lot that will be further subdivided in accordance with a further development consent (or approval under Part 3A of the Act) for the purpose of the orderly development of the land for urban purposes in the future.

Note. A lot referred to in paragraph (b) is commonly referred to as a super lot.

- (6) A special infrastructure contribution is not required to be made in respect of complying development for which a complying development certificate is issued.
- (7) To avoid doubt, a special infrastructure contribution is required to be made:
- (a) for any part of the land to which a development consent relates within the Lower Hunter Special Contributions Area, even if the same development consent authorises development on land outside the Special Contributions Area, and
 - (b) for any part of the land on which relevant development is authorised to be carried out by a development consent, even if the same development consent also authorises development that is not relevant development (because, for example, of land use zoning) on another part of the land.
- (8) An exclusion from the requirement to make a special infrastructure contribution provided by a subclause of this clause is not limited by the terms of an exclusion provided by any other subclause of this clause.

Note. See section 75R (4) of the *Environmental Planning and Assessment Act 1979* for the application of this Determination to a project under Part 3A of that Act.

5 Nature of contribution

- (1) The special infrastructure contribution that must be made for relevant development is:
- (a) a monetary contribution, or
 - (b) a contribution of a kind specified in a special infrastructure contribution works-in-kind agreement that is in force in relation to the relevant development (being the carrying out of works for the provision of infrastructure or the dedication or other provision of land).
- (2) The special infrastructure contribution may comprise part of the amount of the monetary contribution otherwise payable and the balance as a contribution provided by a special infrastructure contribution works-in-kind agreement.

6 Amount of monetary contribution

The monetary contribution that is payable as a special infrastructure contribution for a relevant development is the amount calculated by applying the contribution rate for the relevant development, as at the date of payment, to the net developable area for the development, that is, the monetary contribution is an amount calculated as follows:

$$\$C_p = NDA \times \$C_R$$

where:

\$C_p is the monetary contribution payable

NDA is the net developable area, in hectares, for the relevant development (determined in accordance with clauses 9 to 13)

\$C_R is the amount in dollars of the contribution rate, applicable at the date of payment, for the relevant development (as provided by clauses 7 and 8).

7 Contribution rates

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- (1) The contribution rate that is to be used in the calculation of the monetary contribution for a relevant development is the rate specified in the table to subclause (2) for development of the class to which the relevant development belongs.
- (2) Each amount specified in the table to this subclause applies to the determination of the relevant contribution rate at any time before 1 July 2011.

Table

Class of development	Contribution rate
1. Development on residential land that is within the Lower Hunter Special Contributions Area (as referred to in clause 4 (1) (a))	\$105,340 per hectare of net developable area
2. Development on industrial land within the Lower Hunter Special Contributions Area (as referred to in clause 4 (1) (b))	\$42,134 per hectare of net developable area

- (3) The amounts that apply to the determination of the contribution rates at any time during the 12 month period commencing 1 July 2011, and during each subsequent 12 month period, are the amounts as adjusted in accordance with clause 8.

8 Annual adjustment of amounts used in contribution rates

- (1) For the purposes of this clause, each of the amounts of \$105,340 and \$42,134 specified in the table to clause 7 (2) is an adjustable amount.
- (2) On 1 July 2011 and on 1 July in each subsequent year, each adjustable amount is to be adjusted by multiplying the amount by the following fraction:

latest Sydney CPI number / 170.5

where:

latest Sydney CPI number is the Sydney CPI number for the March quarter in the year in which the adjustment is made (the March quarter being the quarter commencing on and including 1 January and ending on and including 31 March in that same year).

Note. The figure 170.5 is the Sydney CPI number for the March quarter in 2010.

- (3) If an adjustable amount, as adjusted in accordance with subclause (2), is not a multiple of \$1, the amount is to be rounded to the nearest \$1.

9 Net developable area

- (1) The net developable area for a relevant development is the area of land, in hectares, to which the development consent for the development relates, subject to this Determination.
- (2) The net developable area for a relevant development includes the area of any land that the development consent authorises, or requires, to be used as a road, or reserved or dedicated

as a public road (other than a road referred to in subclause (3)). The net developable area does not, however, include the area of any existing road in respect of which the development consent authorises, or requires, road work (such as road widening) to be carried out.

- (3) To avoid doubt, the net developable area does not include the area of any land that the development consent authorises, or requires, to be reserved, dedicated or otherwise set aside as, or for the purpose of, any of the following:

- (a) government school (within the meaning of the *Education Act 1990*),
- (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) public reserve or drainage reserve (within the meaning of the *Local Government Act 1993*),
- (h) public transport corridor (other than a road corridor),
- (i) public utility undertaking,
- (j) bus depot, whether or not owned or operated by a public authority,
- (k) recreation area,
- (l) roads, or other public amenities or public services, in connection with which development contributions have been imposed under section 94 or section 94A of the Act or may be imposed in accordance with a contributions plan approved under section 94EA of the Act,
- (m) roads or other infrastructure in connection with which special infrastructure contributions have been, or may be, imposed in accordance with this Determination.

- (4) The following areas of land are also not to be included in the calculation of the net developable area for the relevant development:

- (a) any part of the land to which the development consent for the relevant development relates that is at or below the level of a 1:100 ARI (average recurrent interval) flood event, if that part of the land is unsuitable for the relevant development by virtue of it being at or below that level,
- (b) any part of the land to which the development consent for the relevant development relates that is identified as public open space in a development control plan or in a contributions plan approved under section 94EA of the Act.

10 Net developable area where large lot created to contain an existing habitable dwelling

The net developable area for a relevant development comprising subdivision of land for the purpose only of creating a lot of more than 0.1 hectare in area to contain an existing lawful habitable dwelling is taken to be reduced by 0.1 hectare.

Note. See also clause 4 (4) (a) which provides that a SIC is not required to be made for a subdivision of land the only purpose of which is to create a lot that is no more than 0.1 hectare in area so as to contain an existing habitable dwelling.

11 Net developable area not to include any residue lot or super lot

The net developable area for a relevant development comprising subdivision of land does not include any lot that the Director-General has, having regard to relevant planning controls, certified to the consent authority is a lot that will be further subdivided in accordance with a further development consent (or approval under Part 3A of the Act) for the purpose of the orderly development of the land for urban purposes in the future.

12 Reduction of net developable area where land within heritage curtilage or Environmental Living Zone

(1) This clause applies to a relevant development if any lot of land to which the development consent for the development relates includes (wholly or partly):

- (a) land that is within the curtilage of a building listed on the State Heritage Register, or
- (b) land that is within Zone E4 Environmental Living.

(2) For the purpose of calculating the net developable area for a relevant development to which this clause applies, any such lot that is more than 0.1 hectare in area is taken to be 0.1 hectare.

(3) In this clause, **curtilage**, in relation to a building, means 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.

13 Final determination of net developable area by Director-General

The Director-General may make any determination required to be made for the purpose of calculating the net developable area for a relevant development in accordance with this Determination 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.

14 When a monetary contribution for development other than subdivision is to be paid

If a special infrastructure contribution is made as a monetary contribution, the monetary contribution must be paid for relevant development (other than subdivision):

- (a) before a construction certificate is issued in relation to a building to which the development consent for the relevant development relates, and
- (b) if a construction certificate is not required for the relevant development, before any work that the development consent authorises to be carried out is physically commenced on the land.

15 When a monetary contribution for subdivision (other than strata subdivision) is to be paid

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- (1) If a special infrastructure contribution for a subdivision (other than strata subdivision) is made as a monetary contribution, the monetary contribution must be paid:
 - (a) before a subdivision certificate is issued for the subdivision, or
 - (b) in accordance with clause 18 if a deferred payment arrangement is in force in relation to the monetary contribution at the time the subdivision certificate is issued for the subdivision.
- (2) For the purpose of subclause (1) (a), if a subdivision certificate is sought for a plan of subdivision that would, on registration, create only some of the lots authorised to be created by the relevant development consent, the monetary contribution for the subdivision authorised by the development consent may be paid progressively, with an amount being paid before the issue of each subdivision certificate for a plan of subdivision authorised by that consent (*a subdivision certificate for a staged subdivision*).
- (3) The amount that must be paid before the issue of each subdivision certificate for a staged subdivision is to be calculated:
 - (a) as if the subdivision of land to which the subdivision certificate relates comprised the entire subdivision authorised by the development consent, and
 - (b) on the basis that the net developable area does not include the area of any "transitional lot" in the plan of subdivision for which the subdivision certificate is sought.

A "*transitional lot*" is a lot in the plan of subdivision for which the subdivision certificate is sought that may be further subdivided in accordance with the relevant development consent.

16 When a monetary contribution for strata subdivision is to be paid

If a special infrastructure contribution for a strata subdivision is made as a monetary contribution, the monetary contribution must be paid:

- (a) before a strata certificate for the strata subdivision is issued, or
- (b) in accordance with clause 18 if a deferred payment arrangement is in force in relation to the monetary contribution at the time the strata certificate is issued.

17 Deferred payment arrangement for subdivision

- (1) For the purposes of this Determination, a deferred payment arrangement in relation to the payment of a monetary contribution for a subdivision is an arrangement described in this clause.
- (2) A deferred payment arrangement is made, in relation to a subdivision, if a deed of charge is executed by the owner of the land and the Minister, and that deed:
 - (a) grants the Minister a charge over the land to which the development consent for the subdivision relates, and
 - (b) is generally in accordance with the Memorandum of Deed of Charge Standard Terms and Conditions, executed by the Minister and registered by the Registrar-General, and
 - (c) is registered on the title to the land.

- (3) A deferred payment arrangement is also made, in relation to a subdivision, if a bank guarantee is provided to the Minister and:
- (a) the Minister has agreed in writing to the terms of the bank guarantee, and
 - (b) the bank guarantee:
 - (i) secures the payment of the monetary contribution (including the payment of any contribution amount referred to in clause 19, 20 or 21), and
 - (ii) is for 100% of the monetary contribution (or any contribution amount referred to in clause 19, 20 or 21) at the time it becomes due, and
 - (iii) the bank guarantee provides that the Minister may call upon the bank guarantee (in full or in part) in the event of a failure to pay the monetary contribution, or any contribution amount, at the time it becomes due.

18 When a monetary contribution must be paid if deferred payment arrangement in place

If a deferred payment arrangement in relation to a monetary contribution for subdivision is in force, a separate amount is payable in respect of each lot or strata lot in the subdivision (the *contribution amount* calculated in accordance with clause 19, 20 or 21) and must be paid:

- (a) before the end of 3 years from the date of issue of the subdivision certificate or strata certificate that relates to that lot or strata lot, or
 - (b) at least 21 working days before the lot or strata lot is first transferred (following its creation),
- whichever is the earlier.

19 Amount payable in respect of each lot in subdivision – deferred payment arrangement

- (1) The contribution amount that is payable in respect of a lot in a subdivision (other than a subdivision to which clause 20 or 21 applies) for which a subdivision certificate has been issued is to be calculated, as at the date of payment, in accordance with the following formula:

$$\text{\$CA}_p = L/\text{LT} \times \text{NDA} \times \text{\$C}_R$$

where:

\\$CA_p is the contribution amount payable for the lot

L is the area (in hectares) of the lot

LT is the total area (in hectares) of the lots to which the subdivision certificate relates

NDA is the net developable area for the subdivision

\\$C_R is the amount in dollars of the contribution rate, applicable at the date of payment, for the subdivision (as provided by clauses 7 and 8)

- (2) If the subdivision certificate referred to in subclause (1) is a subdivision certificate for a staged subdivision (as referred to in clause 15 (2)), the net developable area for the subdivision is to be calculated:

- (a) as if the subdivision of land to which the subdivision certificate relates comprised the entire subdivision authorised by the relevant development consent, and
- (b) on the basis that the net developable area does not include the area of any "transitional lot" in the plan of subdivision to which the subdivision certificate relates (in which case a reference to a lot in subclause (1) does not include a reference to a transitional lot).

A "transitional lot" is a lot in the plan of subdivision to which the subdivision certificate relates that may be further subdivided in accordance with the relevant development consent.

- (3) A separate contribution amount is not payable in respect of a lot comprising a road, even though the area of the road is included in the calculation of the net developable area for the subdivision and is taken into account in calculating the contribution amounts that must be paid in respect of other lots in the subdivision. (Accordingly, a reference to a lot in subclause (1) does not include a reference to a lot comprising a road.)

20 Amount payable in respect of each strata lot in a strata subdivision – deferred payment arrangement

The contribution amount that is payable in respect of a strata lot in a strata subdivision for which a strata certificate has been issued is to be calculated, as at the date of payment, in accordance with the following formula:

$$SCA_p = U/UT \times NDA \times SC_R$$

where:

SCA_p is the contribution amount payable for the strata lot

U is the unit entitlements of the strata lot

UT is the total (aggregate) unit entitlements of all strata lots in the strata subdivision

NDA is the net developable area for the strata subdivision

SC_R is the amount in dollars of the contribution rate, applicable at the date of payment, for the strata subdivision (as provided by clauses 7 and 8)

21 Amount payable in respect of a lot in a community title subdivision – deferred payment arrangement

- (1) This clause applies to a lot in a subdivision of land procured by the registration of any of the following plans of subdivision within the meaning of the *Community Land Development Act 1989* (and in respect of which there is a deferred payment arrangement in force):

- (a) community plan,
- (b) community plan of subdivision,
- (c) neighbourhood plan,
- (d) neighbourhood plan of subdivision,
- (e) precinct plan,
- (f) precinct plan of subdivision.

- (2) The contribution amount that is payable in respect of a lot in a subdivision of land to which this clause applies (and for which a subdivision certificate has been issued) is to be calculated, as at the date of payment, in accordance with the following formula:

$$\$CA_p = U / UT \times NDA \times \$C_R$$

where:

\$CA_p is the contribution amount payable for the lot

U is the unit entitlements of the lot

UT is the total (aggregate) unit entitlements of the lots in the subdivision

NDA is the net developable area for the subdivision

\$C_R is the amount in dollars of the contribution rate, applicable at the date of payment, for the subdivision (as provided by clauses 7 and 8)

- (3) A separate contribution amount is not payable:

(a) in respect of a lot shown in a community plan as community property, a lot shown in a neighbourhood plan as neighbourhood property and a lot shown in a precinct plan as precinct property, or

(b) in respect of a lot comprising a road,

even though the area of such a lot is included in the calculation of the net developable area for the subdivision and is taken into account in calculating the contribution amounts that must be paid in respect of the other lots in the subdivision. (Accordingly, a reference to a lot in subclause (2) does not include a reference to lot referred to in paragraph (a) or (b)).

- (4) If the subdivision certificate referred to in subclause (2) is a subdivision certificate for a staged subdivision (as referred to in clause 15 (2)), the net developable area for the subdivision is to be calculated:

(a) as if the subdivision of land to which the subdivision certificate relates comprised the entire subdivision authorised by the relevant development consent, and

(b) on the basis that the net developable area does not include the area of any "transitional lot" in the plan of subdivision to which the subdivision certificate relates (in which case a reference to a lot in subclause (2) does not include a reference to a transitional lot).

A "transitional lot" is a lot in the plan of subdivision to which the subdivision certificate relates that may be further subdivided in accordance with the relevant development consent.

22 Payment of monetary contribution where subdivision and other development on same land

If a single development consent authorises both the subdivision of land and the carrying out of subdivision work on that land, the monetary contribution is required to be paid before the issue of the subdivision or strata certificate (or in accordance with clause 18), rather than before the issue of a construction certificate in relation to the work (even if that occurs first).

- 23 Payment of monetary contribution where different kinds of development on different parts of land**
- (1) This clause applies if:
- (a) a single development consent authorises different kinds of relevant development on different parts of the land to which the development consent relates, and
 - (b) this Determination would otherwise require a monetary contribution to be paid at different times in respect of each kind of development.
- (2) The special infrastructure contribution for relevant development in any such case (if made as a monetary contribution) is to be paid:
- (a) at the earliest time by which payment would be required to be made for any of the different kinds of development, or
 - (b) as provided by subclause (3).
- (3) Separate monetary contributions may be made for each kind of relevant development as if, instead of a single development consent, a separate development consent had been granted for each kind of development. Accordingly, the monetary contributions are payable at the various times provided by this Determination in relation to the different kinds of development concerned.

24 Reduction in contribution if made by 1 July 2011

If a special infrastructure contribution is made as a monetary contribution that is paid before 1 July 2011, then the amount that would otherwise be payable under this Determination is reduced by one third.

25 Special infrastructure contribution works-in-kind agreement

- (1) For the purposes of this Determination, a special infrastructure contribution works-in-kind agreement is an agreement that meets the requirements set out in this clause.
- (2) A special infrastructure contribution works-in-kind agreement is an agreement between the Minister and the developer for the carrying out of works to provide an item of infrastructure specified in Appendix 1 to this Determination, or for the dedication or other provision of land for the purpose of any such infrastructure, in lieu (in part or in whole) of the payment of a monetary contribution for the development concerned.
- (3) A special infrastructure contribution works-in-kind agreement, in relation to the carrying out of works, is to:
- (a) specify or acknowledge the monetary contribution that would otherwise be payable for the relevant development, and
 - (b) describe the works that are to be carried out by or on behalf of the developer to contribute to the provision of a specified item or items of infrastructure, and

- (c) specify the attributable cost of the item or items of infrastructure and provide for the adjustment of that cost due to inflation or deflation, and
 - (d) provide that the maximum amount of the liability to make the special infrastructure contribution that may be discharged by the carrying out of the works is not to exceed the attributable cost of the item or items of the infrastructure, and
 - (e) specify times by which specified stages of the works involved must be completed ("key project milestones"), and
 - (f) provide for the nature or form of security to be provided by the developer for a failure to meet obligations with respect to the special infrastructure contribution.
- (4) A special infrastructure contribution works-in-kind agreement, in relation to the dedication or other provision of land, is to:
- (a) specify or acknowledge the monetary contribution that would otherwise be payable for the relevant development, and
 - (b) specify the time by which the land is to be dedicated or otherwise provided, and
 - (c) specify the manner in which the value of that land is to be calculated, and
 - (d) provide for the nature or form of security to be provided by the developer for a failure to meet obligations with respect to the special infrastructure contribution.
- (5) In this clause, **attributable cost**, in relation to an item of infrastructure, means the amount specified in Appendix 1 to this Determination for that item.

26 Part of special infrastructure contribution is for matters referred to in section 94ED (1) (d) of Act

For the purpose of section 94EE (3A) of the Act:

- (a) no part of the special infrastructure contribution required to be made by this Determination is for the provision of infrastructure by a council, and
- (b) no part of the special infrastructure contribution required to be made by this Determination is for matters specified in section 94ED (1) (d) of the Act.

Note. The matters specified in section 94ED (1) (d) of the *Environmental Planning and Assessment Act 1979* are the carrying out of any research or investigation, preparing any report, study or instrument, and doing any other matter or thing in connection with the exercise of any statutory function under the Act, by the Minister, the corporation, the Director-General or the Department.

27 Reasons for the level and nature of the special infrastructure contribution

For the purpose of section 94EE (5) of the Act, the reasons for the level and nature of the special infrastructure contribution required to be made by this Determination are as follows:

- (a) to assist in providing adequate funding for regional public infrastructure (described in Appendix 1 to this Determination) in the Lower Hunter Special Contributions Area,

- (b) to ensure that future development bears a share of the cost of the provision of such infrastructure,
 - (c) to provide for the adjustment of the special infrastructure contribution to reflect changes in economic conditions between the time of imposing the contribution and the time at which the contribution is made,
 - (d) to provide flexibility as to the manner in which the special infrastructure contribution may be made,
 - (e) to ensure that the special infrastructure contribution reflects a reasonable apportionment between the demand for infrastructure generated by existing development and the demand for that infrastructure that is likely to be generated by new development for which the contribution must be paid.
-

APPENDIX 1

LOWER MUNTER S I C CALCULATION SUMMARY

JANUARY 2011

DEVELOPMENT PROJECTIONS

RESIDENTIAL RELEASE AREAS		Dwelling / Lot Forecast
TOTAL Dwellings / Lot production Forecast		64,000
Average Residential Dwelling Density (Lots / Ha)		12.0
Developable Area @ 12 Ha		5,333
EMPLOYMENT LAND		
Developable Area (Ha)		1,244
TOTAL EQUIVALENT DEVELOPABLE AREA (N O Ha)		6,577

INFRASTRUCTURE

ROADS		ATTRIBUTABLE COST \$M
Munter Expressway (State)		108,600
MWS Woottons Dr duplication		14,270
MWS10 Pacific Highway - Newcastle Inner City Bypass to Mackay duplication		92,119
MWS20 Torrago Rd - SH123 Connection to F3-Raymond Terrace Connection		12,470
MWS22 Cabbage Tree Road (Bundage - Terago Connection to Wilkesville)		29,382
MWS100 Toule Street/Coromandel Rd duplication		40,488
MWS100 Nelson Bay Road - Fern Bay to Wilkesville duplication		30,217
MWS20 John Ranshaw Drive duplication - Woottons Drive to Cessnock LGA boundary		4,606
MWS20 John Ranshaw Drive duplication - Cessnock LGA boundary to George South Dr		20,712
MWS20 John Ranshaw Drive duplication - George South Dr to Hunt		18,500
MWS20 Coromandel Road duplication - North to Hunt		51,603
MWS20 Western Rd duplication		13,682
MWS20 Cessnock Rd duplication, Cessnock to Hunt		18,382
MWS100 Main Rd duplication - Hunt to Maitland		28,615
MWS22 Newcastle Unit Road 8 lanes & intersection upgrades - F3 to Lake Rd		60,327
MWS22 Lake Road to SH123 Junction Roundabout		17,600
MWS22 via Hunt - Junction Roundabout to Cessnock Street		9,482
MWS22 via Hunt - Cessnock Street to Torrago Road		7,334
MWS27 George South Drive, Edgeworth to West Wilkesville		6,270
MWS104 Raymond Terrace Road - Maitland to Thornton North		6,000
MWS27 Lake Road - Glendale to Wilkesville		17,076
MWS27 duplication - Fernhill Bay to Bundage		12,732
MWS27 duplication - Bundage to Agitation		31,247
MWS27 duplication - Tumbler to Fernhill Bay		63,830
MWS27 duplication - Spence Point to Bundage		10,704
MWS27 Maitland to F3 Freeway		60,808
MWS27 Maitland Road duplication - Macquarie Road to West Cessnock Bypass		15,070
MWS27 Main Road duplication, Glendale Drive to Lake Road		11,081
MWS27 Macquarie Road, Maitland Road to Maitland Road		10,717
Thornton Rd Bridge		10,200
TOTAL ROADS		651,606
EDUCATION		
Primary Schools - Land Only	UNITS 27.6	60,742
Secondary Schools - Land Only	8	32,819
TAFE - Land Only	1	3,000
TOTAL EDUCATION		96,561
HEALTH		
Minor	UNITS 5.0	0,916
Moderate	4.0	1,220
Major	1.0	4,920
TOTAL HEALTH		6,856
EMERGENCY SERVICES		
POLICE	UNITS 2	0,402
POLICE (LEMS)	1	0,240
FIRE	7	1,292
AMBULANCE	3	0,360
TOTAL EMERGENCY SERVICES		2,294
OPEN SPACE		
TOTAL OPEN SPACE		0,004
Total Asset Costs (100% Costs) (Including Allowances for Finance Costs)		754,269

CONTRIBUTION RATES

RATE PER N O Ha (100%)	
RESIDENTIAL S I C RATE PER NET DEVELOPABLE Ha (75 %)	\$140,493
EMPLOYMENT S I C RATE PER NET DEVELOPABLE Ha.	\$42,134

NOTE
 The figures shown in this table represent the amount allocated within the Special Infrastructure Contribution, which may differ from the actual cost of the item.
 The figures will be updated every four years.
 The Government's Commitments in relation to infrastructure are to be found in the State Infrastructure Strategy and Budget Paper 4.

43

EXECUTED as a deed

Signed sealed and delivered for and on
behalf of the Minister for Planning in the
presence of:

.....
Signature of Witness

.....
Signature of the Minister for Planning
(delegate)

.....
Name of Witness in full

.....
Minister for Planning
(delegate)

Signed sealed and delivered by
Ravensfield Downs Pty Limited (ACN
104 067 398) in accordance with
section 127 of the Corporations Act:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary
Sole

Signed sealed and delivered by
Ravensfield Developments Pty Limited
(ACN 168 955 155) in accordance with
section 127 of the Corporations Act:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

12.11.2014

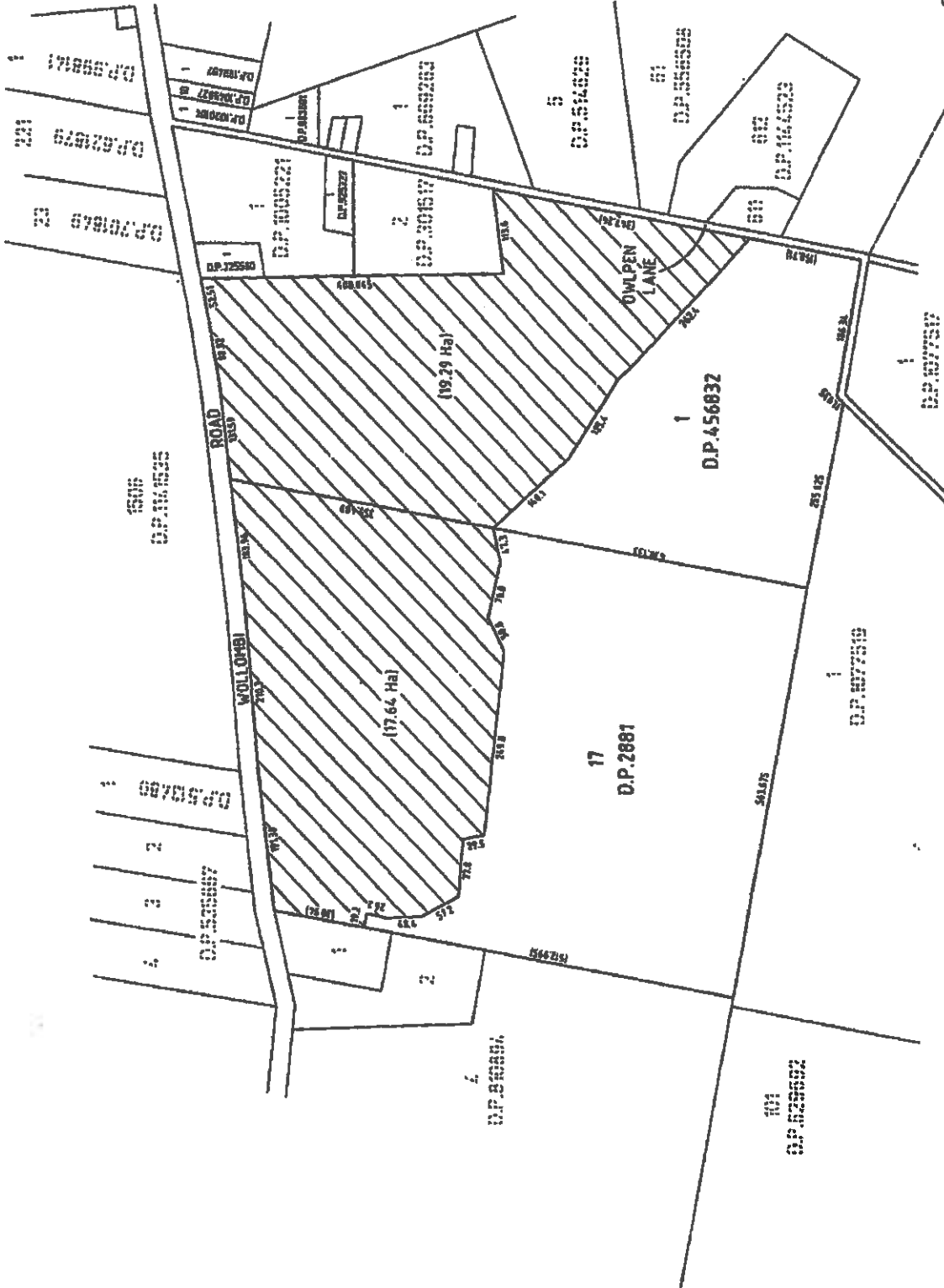
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 1 OF 1 SHEETS

ATTACHMENT A

N 0 A



CROSS HATCH AREA = THE LAND

LOT	AREA
17	17.64Ha
1	19.29Ha
TOTAL	36.93Ha

PRELIMINARY ONLY

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

Surveyor's Name: D.M.D.

Date of Survey:

ALL LOTS

PLAN OF SUBDIVISION OF LOT 17 D.P. 2881
& LOT 1 D.P. 456832

Lot:

Location:

Subdivision No:

Lengths are in metres. Subdivision 14449

HATLAND FARLEY

Registered

D.P.

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

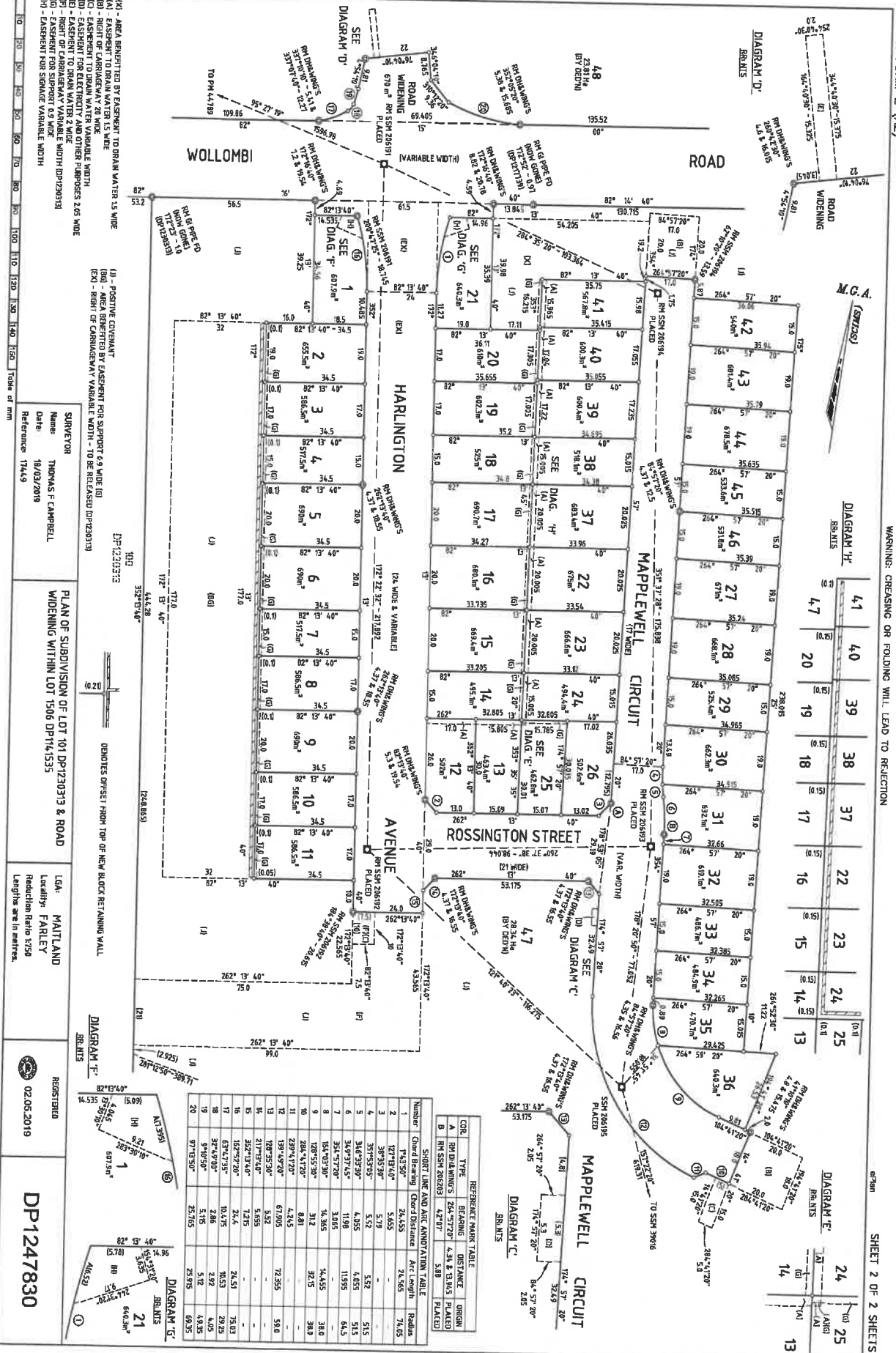


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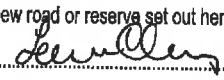
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SHEET 2 OF 2 SHEETS



DP1247830

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 6 sheet(s)	
Registered:  02.05.2019		Office Use Only		Office Use Only	
Title System: TORRENS		DP1247830			
PLAN OF SUBDIVISION OF LOT 101 DP1230313 & ROAD WIDENING WITHIN LOT 1506 DP1141535		LGA: MAITLAND Locality: FARLEY Parish: GOSFORTH County: NORTHUMBERLAND			
Survey Certificate I, THOMAS F CAMPBELL of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on , or *(b) The part of the land shown in the plan ("being/excluding"*) LOTS 1 TO 46 INCLUSIVE, EASEMENTS, CONNECTIONS & ROAD WIDENING 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, 19/03/2019 the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: 'X' - 'Y' Type: Urban/Rural The terrain is *Level-Undulating / *Steep Mountainous Signature:  Dated: 19/03/2019 Surveyor Identification No: 8704 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:			
Plans used in the preparation of survey/compilation. DP 1217739 DP 1230313 DP 535467 DP 2381 DP 1141535		Subdivision Certificate I, LEANNE HARRIS *Authorised Person/*General Manager/*Accredited 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. Signature:  Accreditation number: Consent Authority: Maitland City Council Date of endorsement: 2.4.19 Subdivision Certificate number: 140724 File number: DA14 0724 * Strike through if inapplicable			
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE MAPPLEWELL CIRCUIT, HARLINGTON AVENUE & ROSSINGTON STREET TO THE PUBLIC AS PUBLIC ROAD IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			
Surveyor's Reference: 17449					

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 6 sheet(s)																																																																																																																																																																																																																																																									
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:- 1. EASEMENT TO DRAIN WATER 1.5 WIDE (A) 2. RIGHT OF CARRIAGEWAY 20 WIDE (B) 3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (C) 4. RESTRICTION ON THE USE OF LAND 5. RESTRICTION ON THE USE OF LAND 6. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (D) 7. EASEMENT TO DRAIN WATER 2 WIDE (E) 8. EASEMENT FOR SUPPORT 0.9 WIDE (G) 9. EASEMENT FOR SIGNAGE VARIABLE WIDTH (H) 10. POSITIVE COVENANT TO RELEASE:- 1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1230313)																																																																																																																																																																																																																																																											
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ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 6 sheet(s)
Registered: 02.05.2019	Office Use Only	
PLAN OF SUBDIVISION OF LOT 101 DP1230313 & ROAD WIDENING WITHIN LOT 1506 DP1141535	DP1247830	
Subdivision Certificate number : <u>140724</u> Date of Endorsement : <u>2-4-19</u>	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 LIMITED) (ABN: 95 104 067 398)) in accordance with Section 127 of) the Corporations Act) Name: <u>HILSTON ROSS CRUTCHEON</u> Position: <u>DIRECTOR</u> Name: <u>Bradley Stewart Everett</u> Position: <u>DIRECTOR</u> EXECUTED by WOLLOMBI ROAD) HOLDINGS PTY LTD) (ACN: 613 668 885)) in accordance with Section 127 of) the Corporations Act) Name: <u>HILSTON ROSS CRUTCHEON</u> Position: <u>DIRECTOR</u> Name: <u>Bradley Stewart Everett</u> Position: <u>DIRECTOR</u>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 17449		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 6 sheet(s)
Registered:	Office Use Only 02.05.2019	Office Use Only
PLAN OF SUBDIVISION OF LOT 101 DP1230313 & ROAD WIDENING WITHIN LOT 1506 DP1141535		DP1247830
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MAITLAND MUTUAL BUILDING SOCIETY LIMITED		
MAITLAND MUTUAL BUILDING SOCIETY LIMITED ACN 087 681 863 BY ITS ATTORNEY (name) KEN ARCHER (position) Commercial Lending Manager PURSUANT TO POWER OF ATTORNEY REGISTERED BOOK 467 No. 414 (signed) (witness) MICHELE SEARL (Address) 417 HIGH STREET MAITLAND (signed)		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 17449		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 5 of 6 sheet(s)
Registered:  02.05.2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 101 DP1230313 & ROAD WIDENING WITHIN LOT 1506 DP1141535		DP1247830 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 : 140724 Date of Endorsement : 2-4-19		

TINNEN PTY LTD
ATFP & K Superannuation Fund
ABN 29447582994



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Darrell Paul Tibbetts
Director

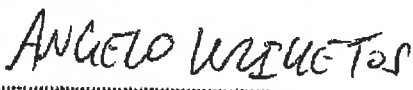


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Kerry Christine Tibbetts
Director

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ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 6 of 6 sheet(s)
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Subdivision Certificate number : 140724 Date of Endorsement : 2.4.19		
Signed sealed and delivered for and on behalf of Alpha Distribution Ministerial Holding Corporation:  Signature of Agent for Michael Pratt, NSW Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation  Signature of Witness  Name of Agent in full DARREN TSWEIGH Name of Witness in full 52 Martin Place, Sydney NSW 2000		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 17449		

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

LENGTHS ARE IN METRES

(Sheet 1 of 13 Sheets)
 13

Plan:

DP1247830

PLAN OF SUBDIVISION OF LOT
 101 DP1230313 & ROAD
 WIDENING WITHIN LOT 1506
 DP1141535 covered by Subdivision
 Certificate No: 140724

**Full name and address of
 Proprietors of Land:**

Ravensfield Downs Pty Limited
(ABN 95 104 067 398)
 1 Hartley Drive Thornton NSW 2322

Wollombi Road Holdings Pty Ltd
(ACN 613 668 885)
 1 Hartley Drive Thornton NSW 2322

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A)	41 40 39 38 37 22 23 24 25 13 12	That Part of 47 designated (X) on the plan 41 and that Part of 47 designated (X) on the plan 40, 41 and that Part of 47 designated (X) on the plan 39,40,41 and that Part of 47 designated (X) on the plan 38,39,40,41 and that Part of 47 designated (X) on the plan 37,38,39,40,41 and that Part of 47 designated (X) on the plan 22,37,38,39,40,41 and that Part of 47 designated (X) on the plan 22,23,37,38,39,40,41 and that Part of 47 designated (X) on the plan 22,23,24,37,38,39,40,41 and that Part of 47 designated (X) on the plan 22,23,24,37,38,39,40,41 and that Part of 47 designated (X) on the plan 13,22,23,24,37,38,39,40,41 and that Part of 47 designated (X) on the plan
2	Right of Carriageway 20 wide (B)	47	Maitland City Council



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

LENGTHS ARE IN METRES

(Sheet 2 of 13 Sheets)
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Plan:

DP1247830

PLAN OF SUBDIVISION OF LOT
 101 DP1230313 & ROAD
 WIDENING WITHIN LOT 1506
 DP1141535 covered by Subdivision
 Certificate No: **140724**

3	Easement to Drain Water Variable Width (C)	47	Maitland City Council
4	Restriction on the Use of Land	1 to 46 inclusive	Every Other Lot except Lot 47
5	Restriction on the Use of Land	1 and 21	Maitland City Council
6	Easement for Electricity and Other Purposes 2.05 Wide (D)	47	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
7	Easement to Drain Water 2 wide (E)	48	Maitland City Council
8	Easement for Support 0.9 wide (G)	2 to 11 inclusive 14 15 16 17 18 19 20 47 25	Part of 47 designated (BG) 24 23 22 37 38 39 39, 40 40, 41 24
9	Easement for Signage variable width (H)	1, 21	Devenfield Downs Pty 100/1230313 100/1230313
10	Positive Covenant	Part of 47 designated (J)	Maitland City Council

PART 1A (to be RELEASED)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) road(s), bodies or Prescribed Authorities:
1	Right of Carriageway Variable Width (Vide DP 1230313) DESIGNATED (EX)	Lot 101 DP 1230313	Lot 100 DP 1230313

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

LENGTHS ARE IN METRES

(Sheet 3 of ~~12~~ Sheets)
13

Plan:

DP1247830

PLAN OF SUBDIVISION OF LOT
101 DP1230313 & ROAD
WIDENING WITHIN LOT 1506
DP1141535 covered by Subdivision
Certificate No: **140724**

PART 2

- 1. Name of person or authority empowered to release, vary or modify easement to drain water numbered 1 in the plan**

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.**

Right of Carriageway terms as set out in Part 1 Schedule 8 of the Act ceasing upon the date that the Right of Carriageway or any part of it is opened as a public road within the meaning of the Roads Act 1993.

- 3. Terms of the easement, profit a prendre, restriction, or positive covenant fourthly 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 m² 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;
 - (b) Each part of the dual occupancy has an internal floor area of not less than 100 m² 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:-



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

LENGTHS ARE IN METRES

(Sheet 4 of ~~12~~ Sheets)

Plan:

DP1247830

13
PLAN OF SUBDIVISION OF LOT
101 DP1230313 & ROAD
WIDENING WITHIN LOT 1506
DP1141535 covered by Subdivision
Certificate No: **140724**

- (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 40m²;

(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 Ravensfield Downs Pty Limited, its successors and permitted assigns other than Purchasers on sale.

Prohibited Activities

- 3.9 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried on on any lot burdened.
- 3.10 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.
- 3.11 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.
- 3.12 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.



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

LENGTHS ARE IN METRES

(Sheet 5 of ~~12~~ Sheets)

13

Plan:

DP1247830

PLAN OF SUBDIVISION OF LOT
101 DP1230313 & ROAD
WIDENING WITHIN LOT 1506
DP1141535 covered by Subdivision
Certificate No: **140724**

- 3.13 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind the dwelling house erected on the lot burdened.
- 3.14 No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one year from the date of transfer by Ravensfield Downs Pty Ltd without the prior written consent of Ravensfield Downs Pty Ltd.

Acknowledgment of Covenants

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

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 Ravensfield Downs Pty Limited and if Ravensfield Downs Pty Limited no longer exist or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

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

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

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

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



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

LENGTHS ARE IN METRES

(Sheet 6 of ~~13~~ Sheets)
13

Plan:

DP1247830

PLAN OF SUBDIVISION OF LOT
101 DP1230313 & ROAD
WIDENING WITHIN LOT 1506
DP1141535 covered by Subdivision
Certificate No: **140724**

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

- 6.1 In this easement retaining Wall means the retaining wall located on the lot benefited and includes its footings.
- 6.2 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.
- 6.3 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.
- 6.4 The owner of the lot burdened must not do anything which will detract from the sustainability of the support provided by the Retaining Wall.
- 6.5 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;
 - (ii) restore the lot burdened as nearly as practicable to its former condition; and
 - (iv) make good any collateral damage.
- 6.6 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.

Name of person or authority empowered to release, vary or modify easement for support numbered 8 in the plan

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

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

- 7.1 Full and free right for Ravensfield Downs Pty Limited and its employees, assigns and agents to have an entrance feature erected within the easement and enter upon the land so designated to undertake repairs, maintenance and like services for the continued maintenance of the entrance feature.
- 7.2 Except for the entrance feature at the date of registration of this instrument, no fence, landscaping or structure of any kind may be erected within the area



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

LENGTHS ARE IN METRES

(Sheet 7 of ~~12~~ Sheets)
13

Plan:

DP1247830

PLAN OF SUBDIVISION OF LOT
101 DP1230313 & ROAD
WIDENING WITHIN LOT 1506
DP1141535 covered by Subdivision
Certificate No: **140724**

7.3 designated (H) on the plan without the written permission of Ravensfield Downs Pty Limited.

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

The area designated (J) on the plan shall be managed as an Inner Protection Area (IPA) in perpetuity, as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.



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

LENGTHS ARE IN METRES

(Sheet 8 of ~~12~~ Sheets)
13

Plan:

DP1247830

PLAN OF SUBDIVISION OF LOT
101 DP1230313 & ROAD
WIDENING WITHIN LOT 1506
DP1141535 covered by Subdivision
Certificate No:

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

Signature of delegate

..........

Name of delegate

.....**LEANNE HARRIS**.....

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

Signature of Witness

..........

Name of Witness

.....**KAREN SCHRODER**.....

Address of Witness

.....**285 HIGH STREET MAITLAND**.....

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

LENGTHS ARE IN METRES

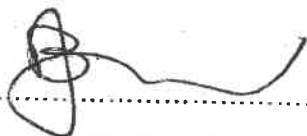
^{9 13}
(Sheet ~~2~~ of ~~18~~ Sheets)

Plan:

DP1247830

PLAN OF SUBDIVISION OF LOT
101 DP1230313 & ROAD
WIDENING WITHIN LOT 1506
DP1141535 covered by Subdivision
Certificate No: **140724**

**EXECUTED by Ravensfield Downs
PTY LIMITED (ABN 95 104 067 398)**
in accordance with Section 127 of the
Corporations Act)
)
)



Name: **Bradley Stewart Everett**

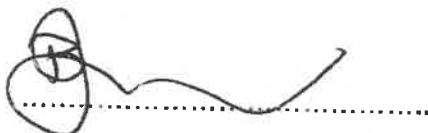
Position: **DIRECTOR**



Name: **HILSON ROSS CRUICKSON**

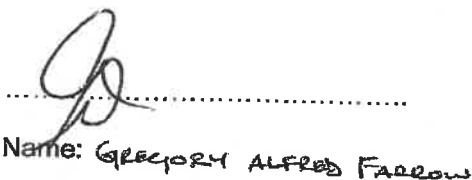
Position: **DIRECTOR**

**EXECUTED by Ravensfield Developments
PTY LIMITED (ACN 168 955 155)**
in accordance with Section 127 of the
Corporations Act)
)
)



Name: **Bradley Stewart Everett**

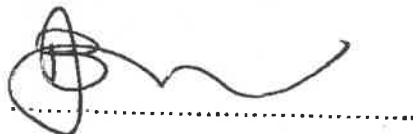
Position: **DIRECTOR**



Name: **GREGORY ALFRED FARROW**

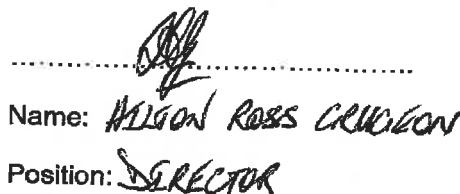
Position: **DIRECTOR**

**EXECUTED by Wollombi Road Holdings Pty Ltd
(ACN 613 668 885)**
in accordance with Section 127 of the
Corporations Act)
)
)



Name: **Bradley Stewart Everett**

Position: **DIRECTOR**



Name: **HILSON ROSS CRUICKSON**

Position: **DIRECTOR**

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

LENGTHS ARE IN METRES

(Sheet 10 of ~~12~~ Sheets)
13

Plan:

DP1247830

**PLAN OF SUBDIVISION OF LOT
101 DP1230313 & ROAD
WIDENING WITHIN LOT 1506
DP1141535 covered by Subdivision
Certificate No: 140724**

MAITLAND MUTUAL BUILDING SOCIETY LIMITED

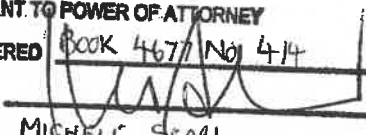
MAITLAND MUTUAL BUILDING SOCIETY LIMITED

ACN 087 651 883 BY ITS ATTORNEY

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

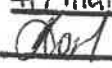
PURSUANT TO POWER OF ATTORNEY

REGISTERED **BOOK 4677 No 414**

(signed) 

(witness) **MICHELE SEARL**

(Address) **417 HIGH STREET MAITLAND**

(signed) 

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

LENGTHS ARE IN METRES

**11 13
(Sheet 2 of 10 Sheets)**

Plan:

DP1247830

**PLAN OF SUBDIVISION OF LOT
101 DP1230313 & ROAD
WIDENING WITHIN LOT 1506
DP1141535 covered by Subdivision
Certificate No: 140724**

**TINNEN PTY LTD
ATF P & K Superannuation Fund
ABN 29447582994**



**Darrell Paul Tibbetts
DIRECTOR**



**Kerry Christine Tibbetts
Director**

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

LENGTHS ARE IN METRES

^{12 13}
(Sheet ~~8~~ of 8 Sheets)

Plan:

DP1247830

Subdivision of Lot 101 DP 1230313
covered by Subdivision Certificate

No: **140724**

Signed sealed and delivered for and)
on behalf of Alpha Distribution)
Ministerial Holding Corporation:)
)
)
)
)
)
)



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

ANGELO WIKETOS

Name of Agent in full



Signature of Witness

DARREN TSWAIGH
Name of Witness in full
52 Martin Place, Sydney NSW 2000

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

LENGTHS ARE IN METRES

(Sheet 13 of 13 Sheets)

Plan:

DP1247830

PLAN OF SUBDIVISION OF LOT
101 DP1230313 & ROAD
WIDENING WITHIN LOT 1506
DP1141535 covered by Subdivision
Certificate No: 140724

EXECUTED FOR AND ON BEHALF
OF FARLEY INFRASTRUCTURE PTY
LIMITED ACN 625 305 017 in
accordance with Section 127(1) of the
Corporations Act 2001 by the authority
of the Directors:

Signature

PETER HILL DIRECTOR
Name/Capacity

Signature

BARRH THOMAS DIRECTOR
Name/Capacity

REGISTERED



02.05.2019

M.G.A.

(DP1255787)



- (M) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1230313)
- (N) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1247830)
- (P) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (DP1247830)
- (R) POSITIVE COVENANT (DP1247830) (SITE)
- (X) BENEFITED BY EASEMENT FOR SUPPORT 0.9 WIDE - DP1247830

COORDINATE SCHEDULE

MARK	M.G.A. COORDINATES		CLASS	ORDER	STATE	METHOD
	EASTING	NORTHING				
SSM 206167	360725.76	6377780.16	U	U	FOUND	DP1253458
SSM 206168	360744.14	6377618.26	U	U	FOUND	DP1253458
SSM 206169	360744.12	6377456.17	U	U	FOUND	DP1253458
SSM 21001	360831.04	6377433.30	U	U	PLACED	CAD. TRAV.
SSM 21002	360828.29	6377633.33	U	U	PLACED	CAD. TRAV.
SSM 21003	360814.98	6377797.37	U	U	PLACED	CAD. TRAV.
DATE OF COORDINATES: 5/02/2020			M.G.A. ZONE: 56		M.G.A. DATUM: GDA 94	
COMBINED SCALE FACTOR - 0.999830						

SHORT LINE & ARC TABLE			
Number	Chord Bearing	Chord Distance	Arc Length
1	82°16'4.0"	56.5 PO	
2	172°13'4.0"	39.25 PO	
3	262°13'4.0"	16.0 PO	
4	172°13'4.0"	177.0 PO	
5	82°13'4.0"	34.5 PO	
6	172°13'4.0"	10.0 PO	
7	82°13'4.0"	24.0 PO	
8	352°13'4.0"	7.215 PO	
9	37°13'4.0"	5.655 PO	
10	82°13'4.0"	53.175 PO	
11	128°35'30"	5.52 PO	
12	174°57'20"	32.49 PO	
13	139°49'20"	67.905 PO	72.355 PO
14	59°41'20"	4.245 PO	
15	104°41'20"	78.99 PO	

SURVEYOR

THOMAS F CAMPBELL

Name:

Date:

Reference:

5/02/2020

194.52

PLAN OF SUBDIVISION OF LOT 50 DP1253458

LGA:

MAITLAND

Locality:

FARLEY

Reduction Ratio 1:3000

Lengths are in metres.

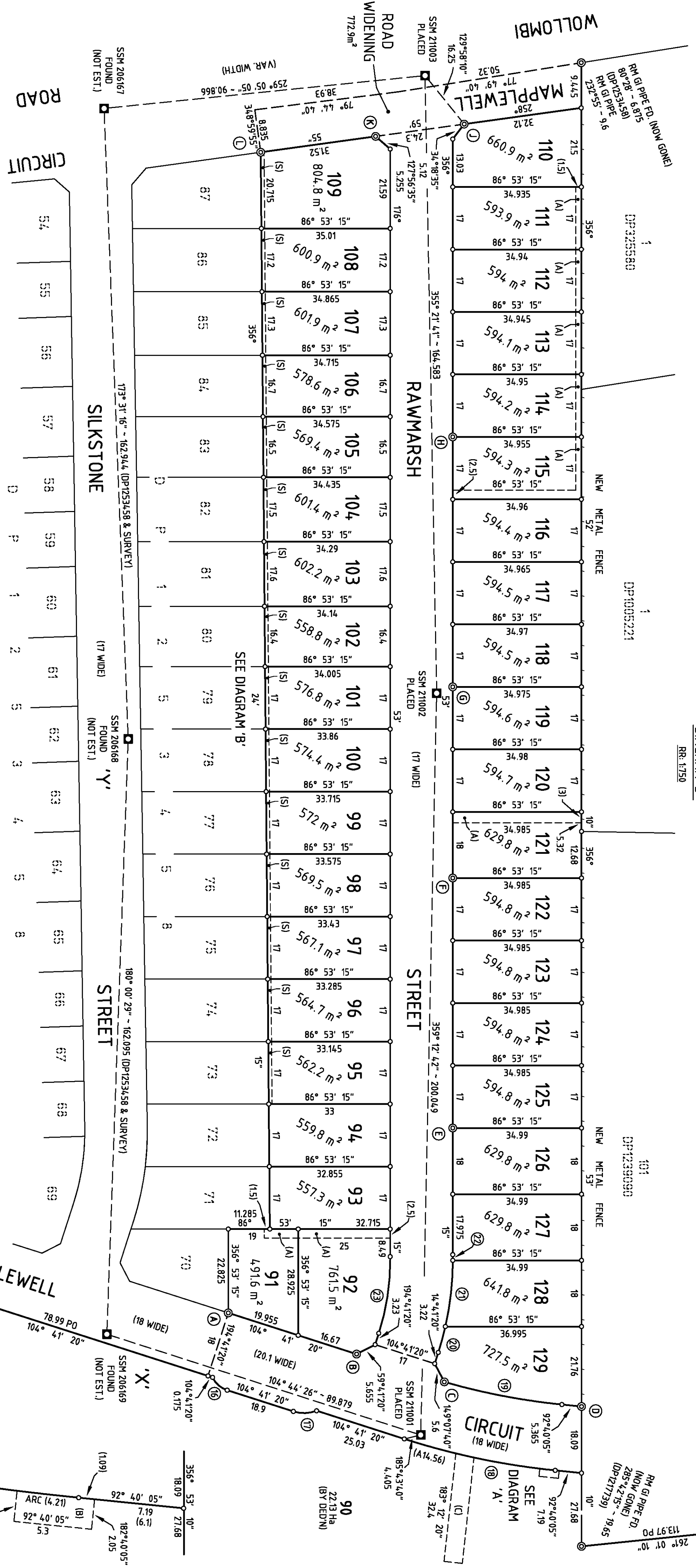
REGISTERED

15.4.2020

DP1255787

REFERENCE MARK TABLE		
COR.	TYPE	BEARING DISTANCE ORIGIN
A	RM DH&WINGS	50°32'20" 5.335 & 16.68 FOUND (DP1253458)
B	RM DH&WINGS	17°52' 4.405 & 13.655 PLACED
C	RM DH&WINGS	19°03' 4.40 & 13.62 PLACED
D	RM DH&WINGS	9°26'20" 4.52 & 13.675 PLACED
E	RM DH&WINGS	86°52' 4.405 & 12.50 PLACED
F	RM DH&WINGS	86°52'30" 4.35 & 12.505 PLACED
G	RM SSM 211002	82°31' 4.385 PLACED
H	RM DH&WINGS	86°53'15" 4.35 & 12.50 PLACED
J	RM DH&WINGS	168°57' 4.35 & 12.59 PLACED
K	RM DH&WINGS	165°40' 4.20 & 12.615 PLACED
L	RM DH&WINGS	129°48' 5.69 & 16.225 FOUND (DP1253458)

109	RECENT	(0.01) OVER
108	FACE OF WALL ON BDY	
107	WALL (0.02) OVER	
106	WALL (0.01) OVER CONC.	
105	WALL (0.01) OVER	
104	WALL (0.02) OVER	
103	WALL (0.01) OVER BLOCK	
102	WALL (0.02) OVER	
101	WALL (0.02) OVER	
100	FACE OF WALL ON BDY	
99	FACE OF WALL ON BDY RET.	
98	FACE OF WALL ON BDY	
97	WALL (0.01) OVER	
96	FACE OF WALL ON BDY WALL	
95	FACE OF WALL ON BDY	
94		



Number	Chord Bearing	Chord Distance	Arc Length	Radius
16	124°06'25"	6.315	6.44	9.5
17	85°16'15"	6.315	6.44	9.5
18	98°40'40"	4.1885	4.1965	200
19	97°47'45"	32.54	32.585	182
20	12°08'15"	7.3	7.3	82
21	3°14'50"	18.11	18.15	82
22	356°53'50"	0.025	0.025	82
23	185°47'15"	20.115	20.195	65

(A) EASEMENT TO DRAIN WATER 1.5, 2.5 & 3 WIDE
(B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.3 WIDE
(C) EASEMENT TO DRAIN WATER 5 WIDE
(S) EASEMENT FOR SUPPORT 0.9 WIDE (DP1253458)

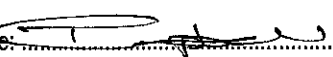
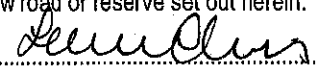
SURVEYOR
Name: THOMAS F CAMPBELL
Date: 5/02/2020
Reference: 19452

PLAN OF SUBDIVISION OF LOT 50 DP1253458

LGA: MAITLAND
Locality: FARLEY
Reduction Ratio 1:750
Lengths are in metres.

REGISTERED
15.4.2020

DP1255787

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered:  15.4.2020 Title System: TORRENS		Office Use Only DP1255787
PLAN OF SUBDIVISION OF LOT 50 DP1253458		LGA: MAITLAND Locality: FARLEY Parish: GOSFORTH County: NORTHUMBERLAND
Survey Certificate THOMAS F CAMPBELL I, of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, or *(b) The part of the land shown in the plan (*being* excluding **..... LOT 90) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, <u>5/02/2020</u> the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: 'X' - 'Y' Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep-Mountainous- Signature:  Dated: <u>6/02/2020</u> Surveyor Identification No: 8704 Surveyor registered under the <i>Surveying and Spatial information Act 2002</i> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate LEANNE HARRIS I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>Maitland City Council</u> Date of endorsement: <u>31.3.20</u> Subdivision Certificate number: <u>140724</u> File number: <u>DA14 0724</u> * Strike through if inapplicable
Plans used in the preparation of survey/compilation. DP 1247830 DP 1253458		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE ROAD WIDENING, THE EXTENSION OF MAPPLEWELL CIRCUIT, AND RAWMARSH STREET TO THE PUBLIC AS PUBLIC ROAD.
Surveyor's Reference: 19452 <u>POLICY 2020-94 EXEMPTION</u>		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



15.4.2020

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 50
DP1253458**

DP1255787

Subdivision Certificate number : 140724

Date of Endorsement : 31.3.20

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.

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

1. EASEMENT TO DRAIN WATER 1.5, 2.5 & 3 WIDE (A)
2. RESTRICTION ON THE USE OF LAND
3. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.3 WIDE (B)
4. EASEMENT TO DRAIN WATER 5 WIDE (C)

TO RELEASE:-

1. EASEMENT TO DRAIN WATER 3 WIDE (DP1253458)

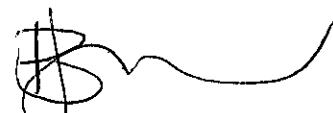
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
90	24	HARLINGTON	AVENUE	FARLEY
91	18	MAPPLEWELL	CIRCUIT	FARLEY
92	16	MAPPLEWELL	CIRCUIT	FARLEY
93	3	RAWMARSH	STREET	FARLEY
94	5	RAWMARSH	STREET	FARLEY
95	7	RAWMARSH	STREET	FARLEY
96	9	RAWMARSH	STREET	FARLEY
97	11	RAWMARSH	STREET	FARLEY
98	13	RAWMARSH	STREET	FARLEY
99	15	RAWMARSH	STREET	FARLEY
100	17	RAWMARSH	STREET	FARLEY
101	19	RAWMARSH	STREET	FARLEY
102	21	RAWMARSH	STREET	FARLEY
103	23	RAWMARSH	STREET	FARLEY
104	25	RAWMARSH	STREET	FARLEY
105	27	RAWMARSH	STREET	FARLEY
106	29	RAWMARSH	STREET	FARLEY
107	31	RAWMARSH	STREET	FARLEY
108	33	RAWMARSH	STREET	FARLEY
109	35	RAWMARSH	STREET	FARLEY
110	40	RAWMARSH	STREET	FARLEY
111	38	RAWMARSH	STREET	FARLEY
112	36	RAWMARSH	STREET	FARLEY

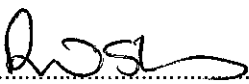
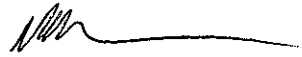
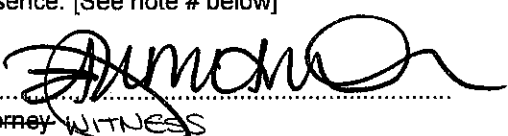
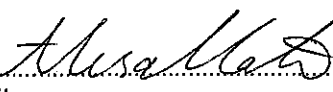
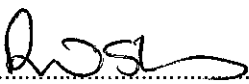
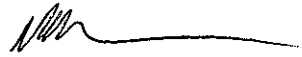
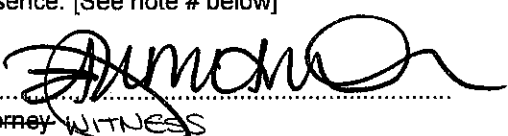
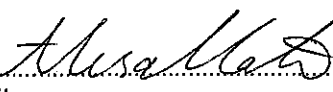
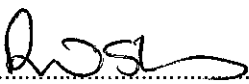
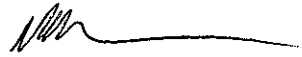
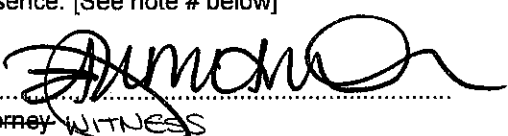
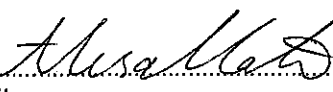
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
113	34	RAWMARSH	STREET	FARLEY
114	32	RAWMARSH	STREET	FARLEY
115	30	RAWMARSH	STREET	FARLEY
116	28	RAWMARSH	STREET	FARLEY
117	26	RAWMARSH	STREET	FARLEY
118	24	RAWMARSH	STREET	FARLEY
119	22	RAWMARSH	STREET	FARLEY
120	20	RAWMARSH	STREET	FARLEY
121	18	RAWMARSH	STREET	FARLEY
122	16	RAWMARSH	STREET	FARLEY
123	14	RAWMARSH	STREET	FARLEY
124	12	RAWMARSH	STREET	FARLEY
125	10	RAWMARSH	STREET	FARLEY
126	8	RAWMARSH	STREET	FARLEY
127	6	RAWMARSH	STREET	FARLEY
128	4	RAWMARSH	STREET	FARLEY
129	2	RAWMARSH	STREET	FARLEY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19452

POLICY 2020-94 EXEMPTION

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
Registered:  15.4.2020	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 50 DP1253458	DP1255787	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number : <u>140724</u> Date of Endorsement : <u>31.3.20</u>		
EXECUTED by RAVENSFIELD) DOWNS PTY LIMITED) (ABN: 95 104 067 398)) in accordance with Section 127 of) the Corporations Act)  Name: <u>BRADLEY STEWART EVERETT</u> Position: <u>DIRECTOR</u>  Name: <u>Geoffrey William O'Shea</u> Position: <u>DIRECTOR</u> If space is insufficient use additional annexure sheet		
Surveyor's Reference: 19452 <u>POLICY 2020-94 EXEMPTION</u>		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet <u>4</u> of <u>4</u> sheet(s)												
Office Use Only Registered:  15.4.2020		Office Use Only DP1255787												
PLAN OF SUBDIVISION OF LOT 50 DP1253458		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 : <u>140724</u> Date of Endorsement : <u>31.3.20</u>														
Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified. Signed, sealed and delivered for: ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044 ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023 ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032 ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 Blue Asset Partner Pty Ltd ACN 615 217 493 on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4734 no. 366 at <table border="0"><tr><td> Attorney</td><td> Attorney</td></tr><tr><td>RICHARD SAMUEL GROSS Chief Executive Officer Print Name</td><td>MICHAEL BRADBURN Print Name</td></tr><tr><td>I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]</td><td>I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]</td></tr><tr><td> Attorney WITNESS</td><td> Attorney WITNESS</td></tr><tr><td>Effie Dimitriou Print Name</td><td>Alesa Matis Print Name</td></tr><tr><td>24 Campbell Street, Sydney Print Address</td><td>24 Campbell Street, Sydney Print Address</td></tr></table> # s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation. If space is insufficient use additional annexure sheet Surveyor's Reference: 19452 <u>POLICY 2020-94 EXEMPTION</u>			 Attorney	 Attorney	RICHARD SAMUEL GROSS Chief Executive Officer Print Name	MICHAEL BRADBURN Print Name	I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]	I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]	 Attorney WITNESS	 Attorney WITNESS	Effie Dimitriou Print Name	Alesa Matis Print Name	24 Campbell Street, Sydney Print Address	24 Campbell Street, Sydney Print Address
 Attorney	 Attorney													
RICHARD SAMUEL GROSS Chief Executive Officer Print Name	MICHAEL BRADBURN Print Name													
I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]	I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]													
 Attorney WITNESS	 Attorney WITNESS													
Effie Dimitriou Print Name	Alesa Matis Print Name													
24 Campbell Street, Sydney Print Address	24 Campbell Street, Sydney Print Address													



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.

ePlan

(Sheet 1 of 7 sheets)

Plan: DP1255787

Plan of Subdivision of Lot 50 DP1253458 covered by
 Subdivision Certificate **140724**
 dated **31.3.20**

**Full name and address
 of the owner of the land:**

Ravensfield Downs Pty Limited
 (ABN 95 104 067 398)
 110 High Street
 East Maitland NSW 2323

PART 1 - CREATION

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel:	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.5, 2.5 & 3 wide (A)	91 92 121 111 112 113 114 115	Lots 71 to 87 inclusive in DP1253458 Lots 71 to 87 inclusive in DP1253458, 91 1/1005221 110 110,111 110,111,112 110,111,112,113 110,111,112,113,114
2	Restriction on the Use of Land	91 to 129 inclusive	Every other lot except lot 90
3	Easement for Electricity & Other Purposes 5.3 wide (B)	90	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
4	Easement to drain water 5 wide (C)	90	Maitland City Council

PART 1A - RELEASE

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be released referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 3 wide (DP1253458)	50/1253458	Maitland City Council

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.

ePlan
(Sheet 2 of 7 sheets)

Plan: DP1255787

Plan of Subdivision of Lot 50 DP1253458 covered by
Subdivision Certificate **140724**
dated **31.3.20**

PART 2 – TERMS

- 1. Name of person or authority empowered to release, vary or modify the easement to drain water numbered 1 in the 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.**

Dwelling Houses

- 2.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 120 m² exclusive of car accommodation, external landings and patios.
- 2.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass, timber or concrete treated with painted texture render.
- 2.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.
- 2.4 Not more than one main residential dwelling shall be erected on any lot burdened provided that dual occupancy of a residential dwelling on a lot burdened may be permitted provided: -
 - (a) The dual occupancy is an attached dual occupancy;
 - (b) Each part of the dual occupancy has an internal floor area of not less than 100 m² exclusive of car accommodation, external landings and patios;
 - (c) The building otherwise complies with the covenants herein.
- 2.5 No existing dwelling house or relocatable type dwelling shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

Ancillary Buildings

- 2.6 No ancillary building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless: -
 - (a) It is situate no closer to the street frontage than the dwelling house;

2

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.

ePlan
(Sheet 3 of 7 sheets)

Plan: DP1255787

Plan of Subdivision of Lot 50 DP1253458 covered by
Subdivision Certificate **140724**
dated **31.3.20**

- (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 40m²;

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

Fencing of Common Boundaries

- 2.7 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same: -
 - (a) Is erected on the front boundary;
 - (b) Is erected between the building line, as fixed by the Maitland City Council, and any adjoining public road that exceeds 1,200 mm in height. 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.
- 2.8 No fence shall be erected on a lot burdened unless it is erected without expense to Ravensfield Downs Pty Limited, its successors and permitted assigns other than Purchasers on sale.
- 2.9 No fence shall be erected on a lot burdened unless it is constructed of dark-toned, non-reflective material.

Prohibited Activities

- 2.10 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried out on any lot burdened.
 - 2.11 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.
 - 2.12 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.
 - 2.13 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.
- 

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.

ePlan
(Sheet 4 of 7 sheets)

Plan: DP1255787

Plan of Subdivision of Lot 50 DP1253458 covered by
Subdivision Certificate **140724**
dated **31.3.20**

- 2.14 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.
- 2.15 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 Ravensfield Downs Pty Ltd without the prior written consent of Ravensfield Downs Pty Ltd.

Acknowledgment of Covenants

- 2.16 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.
- 2.17 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.
- 2.18 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 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 Ravensfield Downs Pty Limited and if Ravensfield Downs Pty Limited no longer exist or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

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

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

Name of the party empowered to release, vary or modify the easement numbered 3 in the Plan:

Alpha Distribution Ministerial Holding Corporation

2

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.

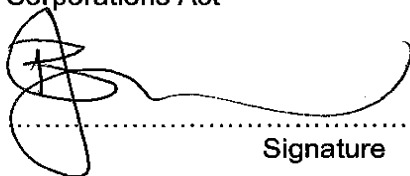
ePlan

(Sheet 5 of 7 sheets)

Plan: **DP1255787**

Plan of Subdivision of Lot 50 DP1253458 covered by
Subdivision Certificate 140724
dated 21.3.20

Ravensfield Downs
PTY LIMITED (ABN 95 104 067 398)
in accordance with Section 127 of the
Corporations Act



Signature

BRADLEY STEWART EVERETT

Name

DIRECTOR

Position



Signature

Geoffrey William O'Shea

Name

DIRECTOR

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.

ePlan
(Sheet ⁶ of 7 sheets) 2.

Plan: **DP1255787**

Plan of Subdivision of Lot 50 DP1253458 covered by
Subdivision Certificate **140724**
dated **31.3.20.**

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

LEANNE HARRIS

Name of delegate (BLOCK LETTERS)



Signature of witness

ELIZABETH JAMES.

Name of witness

285 HIGH STREET MAITLAND

Address of witness

2

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.

7 7 ePlan
(Sheet 7 of 7 sheets) 

Plan: **DP1255787**

Plan of Subdivision of Lot 50 DP1253458 covered by
Subdivision Certificate 140724
dated 31.3.20

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

Signed, sealed and delivered for:

ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044

ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023

ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032

ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078

Blue Asset Partner Pty Ltd ACN 615 217 493

on behalf of Alpha Distribution Ministerial Holding Corporation

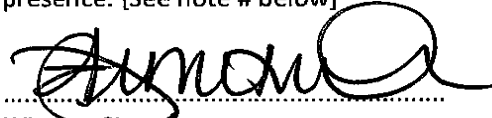
pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015

by its attorneys under power of attorney registered book 4734 no. 366 at


.....
Attorney
RICHARD SAMUEL GROSS
Chief Executive Officer
.....
Print Name


.....
Attorney
MICHAEL BRADBURN
.....
Print Name

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


.....
Witness Signature

.....
Effie Dimitriou
.....
Print Name

.....
24 Campbell Street, Sydney
.....
Print Address

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

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


.....
Witness Signature

.....
Alesa Matis
.....
Print Name

.....
24 Campbell Street, Sydney
.....
Print Address

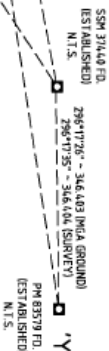
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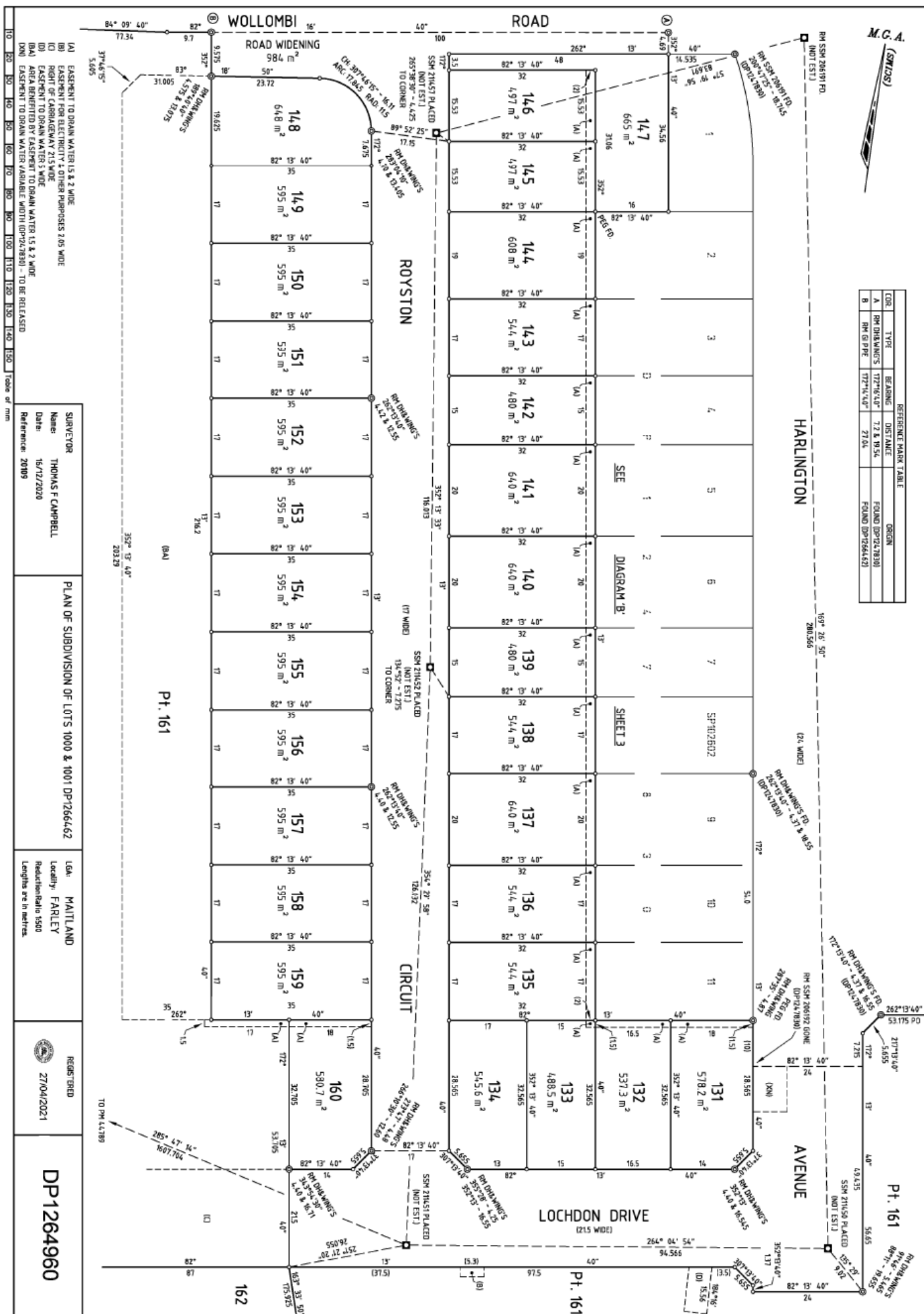


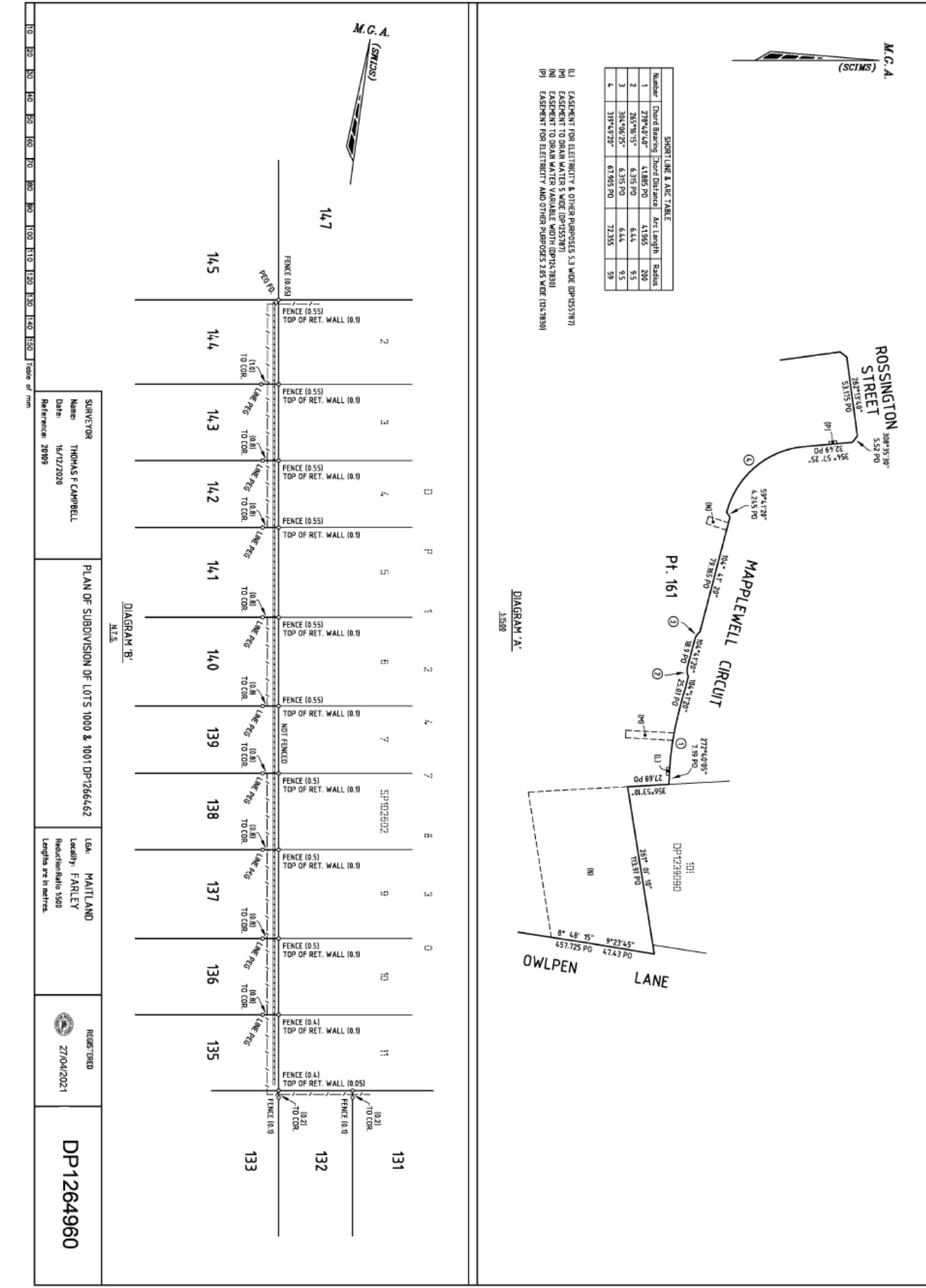
15.4.2020



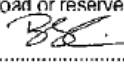
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DP1264960





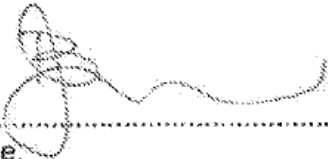
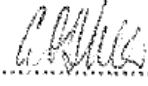
DP1264960

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)
Office Use Only Registered:  27/04/2021 Title System: TORRENS		Office Use Only DP1264960
PLAN OF SUBDIVISION OF LOTS 1000 & 1001 DP1266462		LGA: MAITLAND Locality: FARLEY Parish: GOSFORTH County: NORTHUMBERLAND
Survey Certificate I, THOMAS F CAMPBELL of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, or *(b) The part of the land shown in the plan (being *excluding PART LOT 161 & 162) 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, 16/12/2020 the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: "X" - "Y" Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountaneous Signature:  Dated: 16/12/2020 Surveyor Identification No: 8704 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, BRETT GARDINER *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.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. Signature:  Accreditation number: Consent Authority: Maitland City Council Date of endorsement: 19 March 2021 Subdivision Certificate number: 14-724 File number: DA14-724 * Strike through if inapplicable
Plans used in the preparation of survey/compilation. DP 1230313 DP 1247830 DP 1253458 DP 1255787 DP 1266462		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE LOCHDON DRIVE, ROYSTON CIRCUIT AND THE EXTENSION OF HARLINGTON AVENUE TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD.
Surveyor's Reference: 20109		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

DP1264960

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 6 sheet(s)																																																																																																																										
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:- 1. EASEMENT TO DRAIN WATER 1.5 & 2 WIDE (A) 2. RESTRICTION ON THE USE OF LAND 3. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE (B) 4. RIGHT OF CARRIAGEWAY 21.5 WIDE (C) 5. EASEMENT TO DRAIN WATER 5 WIDE (D) 6. RESTRICTION ON THE USE OF LAND TO RELEASE:- 1. EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1247830) 2. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1230313)																																																																																																																												
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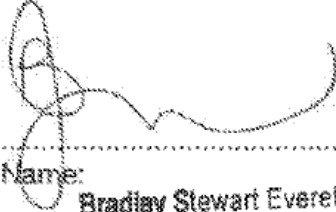
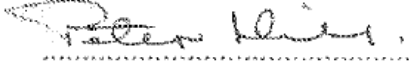
DP1264960

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 6 sheet(s)
Registered:  27/04/2021	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOTS 1000 & 1001 DP1266462		DP1264960 This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 86B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number : 14-724 Date of Endorsement : 19 March 2021		
EXECUTED by RAVENSFIELD) DOWNS PTY LIMITED) (ACN: 104 067 398)) in accordance with Section 127 of) the Corporations Act)  Name: Bradley Stewart Everett Position: DIRECTOR  Name: Geoffrey William O'Shea Position: DIRECTOR If space is insufficient use additional annexure sheet Surveyor's Reference: 20109		

DP1264960

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 6 sheet(s)
Office Use Only Registered:  27/04/2021		Office Use Only DP1264960
PLAN OF SUBDIVISION OF LOTS 1000 & 1001 DP1266462		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number : 14-724 Date of Endorsement : 19 March 2021		
EXECUTED by MAITLAND MUTUAL LIMITED MAITLAND MUTUAL LIMITED ACN 087 651 983 BY ITS ATTORNEY (name) <u>Kieran Quigley</u> (position) <u>MANAGER LENDING AND COMPLIANCE</u> PURSUANT TO POWER OF ATTORNEY REGISTERED <u>624677 n.s. 414</u> (signed)  (witness) <u>Kelly Farrell</u> (Address) <u>6 Mitchell Ave Greenhills</u> (signed) <u>M Farrell</u> If space is insufficient use additional annexure sheet		
Surveyor's Reference: 20109		

DP1264960

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 5 of 6 sheet(s)
Office Use Only Registered:  27/04/2021 PLAN OF SUBDIVISION OF LOTS 1000 & 1001 DP1266462 Subdivision Certificate number : 14-724 Date of Endorsement : 19 March 2021		Office Use Only DP1264960 This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
EXECUTED by RAVENSFIELD DEVELOPMENTS PTY LIMITED (ACN: 168 955 155) in accordance with Section 127 of the Corporations Act  Name: COLE FARROW Position: DIRECTOR  Name: Bradley Stewart Everett Position: DIRECTOR EXECUTED by FARLEY INFRASTRUCTURE PTY LIMITED (ACN: 625 305 017) in accordance with Section 127 of the Corporations Act  Name: PETER HILL Position: DIRECTOR  Name: BRIAN WILLIAM THOMAS Position: DIRECTOR		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 20109		

DP1264960

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 6 of 6 sheet(s)		
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Subdivision Certificate number : 14-724 Date of Endorsement : 19 March 2021				
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 Blue Asset Partner Pty Ltd ACN 615 217 493 on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4734 no. 366 at <table border="0"><tr><td> Attorney Nigel Lowry Print Name 10 December 2020 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] S. Daley Witness Sharon Daley Print Name 24 Campbell Street, Sydney Print Address 10 December 2020 Date electronic signature affixed </td><td> Attorney Rob Amphlett Lewis Print Name 10 December 2020 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] Witness Colette Elysee-Lyons Print Name 24 Campbell Street, Sydney Print Address 10 December 2020 Date electronic signature affixed </td></tr></table> # s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation. If space is insufficient use additional annexure sheet			 Attorney Nigel Lowry Print Name 10 December 2020 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] S. Daley Witness Sharon Daley Print Name 24 Campbell Street, Sydney Print Address 10 December 2020 Date electronic signature affixed	 Attorney Rob Amphlett Lewis Print Name 10 December 2020 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] Witness Colette Elysee-Lyons Print Name 24 Campbell Street, Sydney Print Address 10 December 2020 Date electronic signature affixed
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DP1264960

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 10 sheets)

Plan:

DP1264960

PLAN OF SUBDIVISION OF LOTS 1000 & 1001
 DP1266462
 covered by Subdivision Certificate 14-724
 dated 19 March 2021

**Full name and address
 of the owner of the land:**

Ravensfield Downs PTY Limited
 (ACN 104 067 398)
 110 High Street
 East Maitland NSW 2323

PART 1 - CREATION

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel:	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.5 & 2 wide (A)	146 145 144 143 142 141 140 139 138 137 136 135 133 132 131 160 & 161	147 146,147 145 to 147 inclusive 144 to 147 inclusive 143 to 147 inclusive 142 to 147 inclusive 141 to 147 inclusive 140 to 147 inclusive 139 to 147 inclusive 138 to 147 inclusive 137 to 147 inclusive 136 to 147 inclusive 135 to 147 inclusive 135 to 147 inclusive 135 to 147 inclusive Part of 161 designated (BA) on the Plan
2	Restriction on the use of land	131 to 160 inclusive	Every other lot except lots 161 and 162
3	Easement for electricity & other purposes 2.05 wide (B)	161	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
4	Right of carriageway 21.5 wide (C)	161	162
5	Easement to drain water 5 wide (D)	161	Maitland City Council
6	Restriction on the use of land	147	Maitland City Council

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DP1264960

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 10 sheets)

Plan:

DP1264960

PLAN OF SUBDIVISION OF LOTS 1000 & 1001
DP1266462
covered by Subdivision Certificate 14-724
dated 19 March 2021

PART 1A – RELEASE

Number of item shown in the intention panel on the plan	Identity of easement or profit a prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water variable width (DP1247830)	Part of 1000/1266462 designated (XN) on the Plan	Maitland City Council
2	Right of carriageway variable width (DP1230313)	1000/1266462	1001/1266462 + 1000/1266462

PART 2 – TERMS

1. **Name of person or authority empowered to release, vary or modify the easement to drain water numbered 1 in the 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.**

Dwelling Houses

- 2.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 120m² exclusive of car accommodation, external landings and patios.
- 2.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass, timber or concrete treated with painted texture render.
- 2.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.
- 2.4 Not more than one main residential dwelling shall be erected on any lot burdened provided that dual occupancy of a residential dwelling on a lot burdened may be permitted provided: -
- (a) The dual occupancy is an attached dual occupancy;
- (b) Each part of the dual occupancy has an internal floor area of not less than 100m² exclusive of car accommodation, external landings and patios;

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DP1264960

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 10 sheets)

Plan:

DP1264960

PLAN OF SUBDIVISION OF LOTS 1000 & 1001
DP1266462
covered by Subdivision Certificate 14-724
dated 19 March 2021

(c) The building otherwise complies with the covenants herein.

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

Ancillary Buildings

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

- (a) It is situate no closer to the street frontage than the dwelling house;
- (b) It has external walls constructed of materials permitted for the external walls of the dwelling house;
- (c) It has a roof constructed of materials permitted for the dwelling house;
- (d) It has an internal floor area of less than 40m²;

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

Fencing of Common Boundaries

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

- (a) Is erected on the front boundary;
- (b) Is erected between the building line, as fixed by the Maitland City Council, and any adjoining public road that exceeds 1,200 mm in height. 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.

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

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

Prohibited Activities

2.10 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried out on any lot burdened.



DP1264960

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 10 sheets)

Plan:

DP1264960

PLAN OF SUBDIVISION OF LOTS 1000 & 1001
DP1266462
covered by Subdivision Certificate 14-724
dated 19 March 2021

- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 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.
- 2.15 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 Ravensfield Downs Pty Ltd without the prior written consent of Ravensfield Downs Pty Ltd.

Acknowledgment of Covenants

- 2.16 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.
- 2.17 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.
- 2.18 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 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 Ravensfield Downs Pty Limited and if Ravensfield Downs Pty Limited no longer exist or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

1

DP1264960

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 10 sheets)

Plan:

DP1264960

PLAN OF SUBDIVISION OF LOTS 1000 & 1001
DP1266462
covered by Subdivision Certificate 14-724
dated 19 March 2021

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

An easement is created on the terms and conditions set out in memorandum registered number 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 the party empowered to release, vary or modify the easement numbered 3 in the Plan:

Alpha Distribution Ministerial Holding Corporation

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

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



DP1264960

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 10 sheets)

Plan:

DP1264960

PLAN OF SUBDIVISION OF LOTS 1000 & 1001
DP1266462
covered by Subdivision Certificate 14-724
dated 19 March 2021

Ravensfield Downs
PTY LIMITED (ACN 104 067 398)
in accordance with Section 127 of the
Corporations Act



Signature

Geoffrey William O'Shea

Name



Position

Ravensfield Developments
PTY LIMITED (ACN 168 955 155)
in accordance with Section 127 of the
Corporations Act



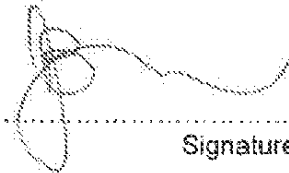
Signature

Geoffrey William O'Shea

Name



Position



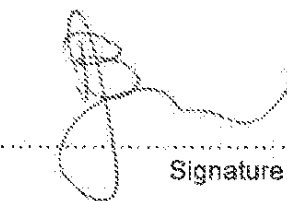
Signature

Bradley Stewart Everett

Name



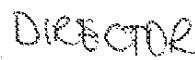
Position



Signature

Bradley Stewart Everett

Name



Position

DP1264960

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 10 sheets)

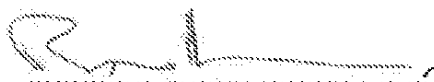
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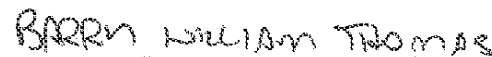
DP1264960

PLAN OF SUBDIVISION OF LOTS 1000 & 1001
DP1266462
covered by Subdivision Certificate 14-724
dated 19 March 2021

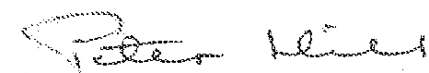
Farley Infrastructure
PTY LIMITED (ACN 625 305 017)
in accordance with Section 127 of the
Corporations Act

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)
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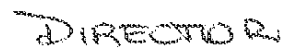

.....
Signature


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Name


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Position


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Signature


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Name


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Position

DP1264960

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 10 sheets)

Plan:

DP1264960

PLAN OF SUBDIVISION OF LOTS 1000 & 1001
DP1266462
covered by Subdivision Certificate 14-724
dated 19 March 2021

MAITLAND MUTUAL LIMITED

MAITLAND MUTUAL LIMITED

ACN 087 651 983 BY ITS ATTORNEY

(name) NIGEL B. WAGLEY

(position) MANAGER LENDING AND COMPLIANCE

PURSUANT TO POWER OF ATTORNEY

REGISTERED EX 4677 10/01/18

(signed) [Signature]

(witness) Kelly Farrell

(Address) 6 Mitchell Drive Greenhills.

(signed) [Signature]

DP1264960

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 10 sheets)

Plan:

DP1264960

PLAN OF SUBDIVISION OF LOTS 1000 & 1001
DP1266462
covered by Subdivision Certificate 14-724
dated 19 March 2021

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 4734 no. 366

sign here



Attorney

sign here



Attorney

print name Nigel Lowry

print name Rob Amphlett Lewis

Date
electronic
signature
affixed

10 December 2020

Date
electronic
signature
affixed

10 December 2020

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 Sharon Daley

print name Colette Elysee-Lyons

print
address

24 Campbell St, Sydney

print
address

24 Campbell Street, Sydney

Date
electronic
signature
affixed

10 December 2020

Date
electronic
signature
affixed

10 December 2020

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

DP1264960

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 10 sheets)

Plan:

DP1264960

PLAN OF SUBDIVISION OF LOTS 1000 & 1001
DP1266462
covered by Subdivision Certificate 14-724
dated 19 March 2021

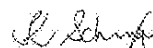
MAITLAND CITY COUNCIL
by its authorised delegate pursuant to
s.377 of the Local Government Act 1993

)
)
)
)

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



Signature of delegate



Signature of witness

BRETT GARDINER

Name of delegate (BLOCK LETTERS)

KAREN SCHRODER

Name of witness

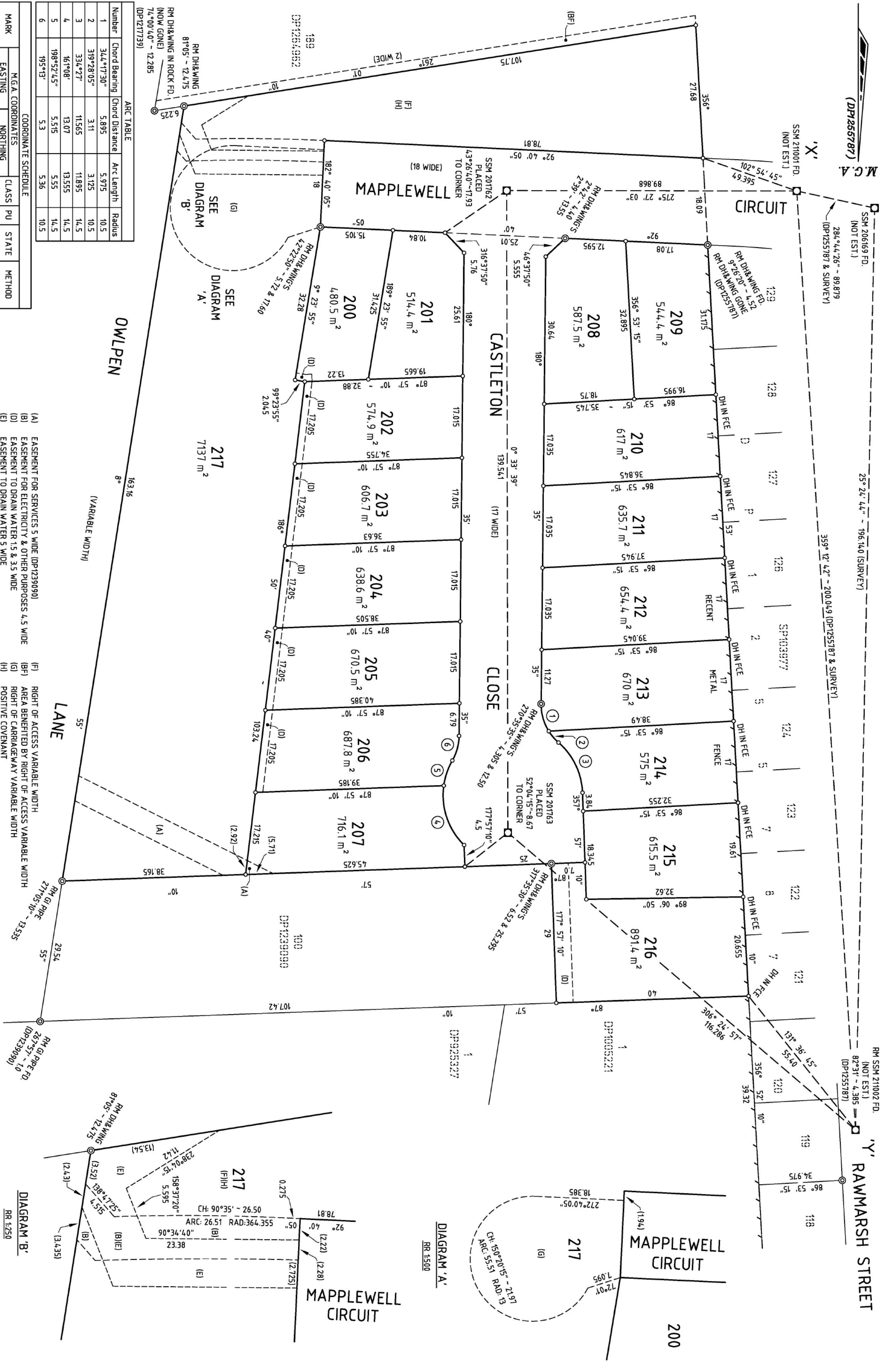
285 HIGH STREET MAITLAND

Address of witness

REGISTERED



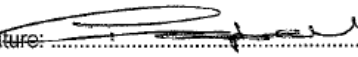
27/04/2021



ARC TABLE			
Number	Chord Bearing	Chord Distance	Radius
1	34.4°17'30"	5.895	10.5
2	319°28'05"	3.11	10.5
3	33.4°27'	11.565	14.5
4	161°08'	13.07	14.5
5	198°52'4.5"	5.55	14.5
6	195°13'	5.36	10.5

COORDINATE SCHEDULE			
MARK	M.G.A. COORDINATES		METHOD
	EASTING	NORTHING	
SSM 206169	360 744.12	6 377 456.17	FOUND DP125187
SSM 211001	360 831.04	6 377 433.30	FOUND DP125187
SSM 211002	360 828.29	6 377 633.33	FOUND DP125187
SSM 207162	360 920.50	6 377 424.76	PLACED CAD. TRAV.
SSM 207163	360 921.87	6 377 564.29	PLACED CAD. TRAV.
M.G.A. DATUM: GDA2020 (ZONE 56)			

SURVEYOR Name: THOMAS F CAMPBELL Date: 9/09/2021 Reference: 17801 (POLICY 4)		PLAN OF SUBDIVISION OF LOT 101 DP1239090		LGA: MAITLAND Locality: FARLEY Reduction Ratio 1:500 Lengths are in metres.		REGISTERED 23/11/2021		DP1273118	
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PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered:  23/11/2021 Title System: TORRENS		Office Use Only DP1273118
PLAN OF SUBDIVISION OF LOT 101 DP1239090		LGA: MAITLAND Locality: FARLEY Parish: GOSFORTH County: NORTHUMBERLAND
Survey Certificate I, THOMAS F CAMPBELL of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 9/09/2021, or *(b) The part of the land shown in the plan (*being* excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'X' - 'Y' Type: *Urban/*Rural- The terrain is *Level Undulating / *Steep Mountainous- Signature:  Dated: 16/09/2021 Surveyor Identification No: 8704 Surveyor registered under the <i>Surveying and Spatial information Act 2002</i> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:
		Subdivision Certificate I, SCOTT PAGE *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s6.15 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. Signature:  Accreditation number: Consent Authority: MAITLAND CITY COUNCIL Date of endorsement: 17 November 2021 Subdivision Certificate number: SC/2021/173 File number: DA/2016/2140 * Strike through if inapplicable AUTHORISED OFFICER Electronic signature of me, Scott Page affixed by me or at my direction on 17 November 2021
Plans used in the preparation of survey/compilation. DP 1230313 DP 1247830 DP 1253458 DP 1255787		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE CASTLETON CLOSE AND THE EXTENSION OF MAPPLEWELL CIRCUIT TO THE PUBLIC AS PUBLIC ROAD.
Surveyor's Reference: 17801		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Registered:



Office Use Only

23/11/2021

Office Use Only

DP1273118

PLAN OF SUBDIVISION OF LOT 101 DP1239090

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 : SC/2021/173

Date of Endorsement : 17 November 2021

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

1. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4.5 WIDE (B)
2. EASEMENT TO DRAIN WATER 1.5 & 3.5 WIDE (D)
3. EASEMENT TO DRAIN WATER 5 WIDE (E)
4. RESTRICTION ON THE USE OF LAND
5. RIGHT OF ACCESS VARIABLE WIDTH (F)
6. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (G)
7. POSITIVE COVENANT (H)

LOT	NO	STREET	SUBURB
200	6	Mapplewell Circuit	Farley
201	2	Castleton Close	Farley
202	4	Castleton Close	Farley
203	6	Castleton Close	Farley
204	8	Castleton Close	Farley
205	10	Castleton Close	Farley
206	12	Castleton Close	Farley
207	14	Castleton Close	Farley
208	1	Castleton Close	Farley
209	12	Mapplewell Circuit	Farley
210	3	Castleton Close	Farley
211	5	Castleton Close	Farley
212	7	Castleton Close	Farley
213	9	Castleton Close	Farley
214	11	Castleton Close	Farley
215	13	Castleton Close	Farley
216	15	Castleton Close	Farley
217	4	Mapplewell Circuit	Farley

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17801

Registered:



Office Use Only

23/11/2021

Office Use Only

**PLAN OF SUBDIVISION OF
LOT 101 DP1239090****DP1273118**

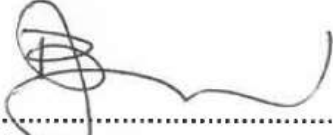
This sheet is for the provision of the following information as required:

- 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 : SC/2021/173

Date of Endorsement : 12 November 2021

EXECUTED by)
DBH PROPERTY PTY LTD)
(ACN: 610 861 357))
in accordance with Section 127 of)
the Corporations Act)


Name: BRADLEY STEWART EVERETT

Position: DIRECTOR


Name: HILTON ROSS GRURGEON

Position: DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17801

Registered:



Office Use Only

23/11/2021

Office Use Only

DP1273118

PLAN OF SUBDIVISION OF LOT 101 DP1239090

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 : ...SC/2021/173.....

Date of Endorsement : ...17 November 2021.....

EXECUTED by
MAITLAND MUTUAL LIMITED

MAITLAND MUTUAL LIMITED

ACN 087 651 983 BY ITS ATTORNEY

(name) Ken Archer(position) Chief Credit Officer

PURSUANT TO POWER OF ATTORNEY

REGISTERED BOOK 4677 No. 414(signed) [Signature](witness) MICHELE SEARL(Address) 6 MITCHELL DRIVE EAST MAITLAND(signed) [Signature]

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17801

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 9 sheets)

Plan: **DP1273118**

PLAN OF SUBDIVISION OF LOT 101 DP1239090
covered by Subdivision Certificate SC/2021/173
dated 17 November 2021

Full name and address
of the owner of the land:

DBH PROPERTY PTY LTD
(ACN 610 861 357)
1 Hartley Drive
Thornton NSW 2322

PART 1 - CREATION

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel:	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for electricity & other purposes 4.5 wide (B)	217	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2	Easement to drain water 1.5 & 3.5 wide (D)	207 206 205 204 203 202 200 216	100/1239090 100/1239090 , 207 100/1239090 , 207, 206 100/1239090 , 207, 206, 205 100/1239090 , 207, 206, 205, 204 100/1239090 , 207, 206, 205, 204, 203 100/1239090 , 207, 206, 205, 204, 203, 202 1/1005221
3	Easement to drain water 5 wide (E)	217	Maitland City Council
4	Restriction on the use of Land	200 to 216 inclusive	Every other lot except 217
5	Right of access variable width (F)	217	Part of 189/1264962 designated (BF) on the Plan
6	Right of carriageway variable width (G)	217	Maitland City Council
7	Positive Covenant (H)	Part of Lot 217	Maitland City Council

2

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 9 sheets)

Plan: **DP1273118**

PLAN OF SUBDIVISION OF LOT 101 DP1239090
covered by Subdivision Certificate SC/2021/173
dated 17 November 2021

PART 2 – TERMS

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

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

2. Name of person or authority empowered to release, vary or modify the easement to drain water numbered 2 in the plan:

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

3. Name of person or authority empowered to release, vary or modify the easement to drain water numbered 3 in the plan:

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

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

Dwelling Houses

- 4.1 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 m² exclusive of car accommodation, external landings and patios.
- 4.2 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.
- 4.3 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.
- 4.4 Not more than one main residential dwelling shall be erected on any lot burdened provided that dual occupancy of a residential dwelling on a lot burdened may be permitted provided: -
 - (a) The dual occupancy is an attached dual occupancy;
 - (b) Each part of the dual occupancy has an internal floor area of not less than 100m² exclusive of car accommodation, external landings and patios;

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 9 sheets)

Plan: DP1273118

PLAN OF SUBDIVISION OF LOT 101 DP1239090
covered by Subdivision Certificate SC/2021/173
dated 17 November 2021

(c) The building otherwise complies with the covenants herein.

- 4.5 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

- 4.6 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 40m²;

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

Fencing of Common Boundaries

- 4.7 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.

- 4.8 No fence shall be erected on a lot burdened unless it is erected without expense to DBH Developments PTY LTD, its successors and permitted assigns other than Purchasers on sale.

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

Prohibited Activities

2

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 9 sheets)

Plan: DP1273118

PLAN OF SUBDIVISION OF LOT 101 DP1239090
covered by Subdivision Certificate SC/2021/173
dated 17 November 2021

- 4.10 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried out on any lot burdened.
- 4.11 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.
- 4.12 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.
- 4.13 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.
- 4.14 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.
- 4.15 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 DBH Developments PTY LTD without the prior written consent of DBH Developments PTY LTD.

Acknowledgment of Covenants

- 4.16 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.
- 4.17 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.
- 4.18 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 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 DBH Developments PTY LTD and if DBH 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

2

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 9 sheets)

Plan: DP1273118

PLAN OF SUBDIVISION OF LOT 101 DP1239090
covered by Subdivision Certificate SC/2021/173
dated 17 November 2021

for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

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

(a) The Authority having the benefit of this Covenant may:

- i. convey storm water to the detention and water quality system located on the burdened lot
- ii. do anything reasonably necessary for that purpose

(b) For so long as this positive covenant is in existence the proprietor of the burdened lot must maintain a public liability insurance policy for a minimum amount of \$10 million per event or occurrence.

(c) The lot burdened is to maintain the system until the land is dedicated to Council.

(d) The terms of this positive covenant shall lapse and be of no effect at law when the Authority benefitted is serviced by a dedicated drainage reserve as envisaged by the consent DA16-2140. If the registered proprietor of the burdened lot requests the Authority Benefitted to formally release this positive covenant at any time after it has lapsed in accordance with this clause, the Authority Benefitted must execute any required documentation in registerable form to reflect this release.

2

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.

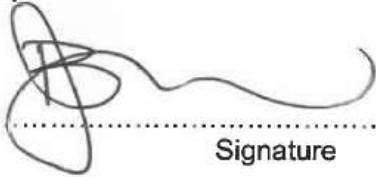
(Sheet 6 of 9 sheets)

Plan: **DP1273118**

PLAN OF SUBDIVISION OF LOT 101 DP1239090
covered by Subdivision Certificate SC/2021/173
dated 17 November 2021

DBH PROPERTY PTY LTD
(ACN 610 861 357)
in accordance with Section 127 of the
Corporations Act

)
)
)
)



Signature

BRADLEY STEWART EVERETT

Name

DIRECTOR

Position



Signature

HILTON ROSS GRUGEON

Name

DIRECTOR

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 7 of 9 sheets)

Plan: **DP1273118**

PLAN OF SUBDIVISION OF LOT 101 DP1239090
covered by Subdivision Certificate SC/2021/173
dated 17 November 2021

MAITLAND MUTUAL LIMITED

MAITLAND MUTUAL LIMITED

ACN 087 651 983 BY ITS ATTORNEY

(name) Ken Archer

(position) Chief Credit Officer

PURSUANT TO POWER OF ATTORNEY

REGISTERED BOOK 4077 No. 4/4

(signed) [Signature]

(witness) MICHELE SEARL

(Address) 6 MITCHELL DRIVE EAST MAITLAND

(signed) [Signature]

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 9 sheets)

Plan: **DP1273118**

PLAN OF SUBDIVISION OF LOT 101 DP1239090
covered by Subdivision Certificate SC/2021/173
dated 17 November 2021

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 4789 no. 978

sign here ►



Attorney

sign here ►



Attorney

print name

William Close

print name

Bill Hannan

Date
electronic
signature
affixed

25.10.21

Date
electronic
signature
affixed

31.10.21

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

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

print name

Lisa Warters

print
name

Tania Hannan

print
address

24 Campbell Street, Sydney

print
address

36 Oakdale Ave Kogarah, NSW, 2217

Date
electronic
signature
affixed

25.10.21

Date
electronic
signature
affixed

31.10.21

*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 9 of 9 sheets)

Plan: **DP1273118**

PLAN OF SUBDIVISION OF LOT 101 DP1239090
covered by Subdivision Certificate SC/2021/173
dated 17 November 2021

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

SCOTT PAGE

Name of delegate (BLOCK LETTERS)

ASHLEY BREWSTER

Name of witness

AUTHORISED OFFICER

Electronic signature of me, Scott Page affixed by me or at my direction on
17 November 2021

285-287 HIGH STREET MAITLAND

Address of witness

AUTHORISED WITNESS

Electronic signature of me, Ashley Brewster affixed by me or at my direction
on 17 November 2021

REGISTERED:



23/11/2021

Certificate No.: PC/2022/478

Certificate Date: 23/02/2022

Fee Paid: \$53.00

Receipt No.: 1211328

Your Reference: 3159

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Infotrack ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	50 Owlpen Lane FARLEY NSW 2320
PARCEL NUMBER:	102551
LEGAL DESCRIPTION:	Lot 189 DP 1264962

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

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

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

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

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

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

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

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

1. Local Environmental Plan (LEP)

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

Exhibited draft Local Environmental Plans

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

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

State Environmental Planning Policies

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

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

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

Draft State Environmental Planning Policies

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

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

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

2. Zoning and land use under relevant LEPs

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

R1 General Residential, RU2 Rural Landscape

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

R1 General Residential

a) Purpose/Objective

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

b) Permitted with Consent

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

c) Permitted without Consent

Home occupations

d) Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial

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

RU2 Rural Landscape

a) Purpose/Objective

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base
- To maintain the rural landscape character of the land
- To provide for a range of compatible land uses, including extensive agriculture
- To provide for a range of non-agricultural uses where infrastructure is adequate to support the uses and conflict between different land uses is minimised

b) Permitted with Consent

Agriculture; Airstrips; Animal boarding or training establishments; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Community facilities; Crematoria; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Helipads; Home-based child care; Home businesses; Home industries; Information and education facilities; Jetties; Landscaping material supplies; Markets; Open cut mining; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (outdoor); Roads; Roadside stalls; Rural industries; Rural supplies; Signage; Turf farming; Veterinary hospitals; Water supply systems

c) Permitted without Consent

Extensive agriculture; Home occupations; Intensive plant agriculture

d) Prohibited

Intensive livestock agriculture; Livestock processing industries; Any other development not specified in item 2 or 3.

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

285 - 287 High Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

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

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

For the land zoned RU2 Rural Landscape Clause 4.2A in the Maitland Local Environmental Plan 2011 applies to the land. This clause fixes a minimum lot size for the erection of a dwelling-house that is identified on the Maitland Local Environmental Plan 2011 Lot Size Map as 40 hectares. For the land zoned R1 General Residential the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

f) Critical Habitat

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

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

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

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

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

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

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

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

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

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

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

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

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

Note: Despite the above provisions, if only part of a lot is subject to an exclusion or exemption under Clause 1.17A or Clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other Matters) 2013*, complying development may be carried out on that part of

the lot that is not affected by the exclusion or exemption.

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

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

5. Coal Mine Subsidence Compensation Act 2017

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

6. Road widening and road realignment

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

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

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

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

The Council has adopted 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.

7A. Flood Related Development Controls

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

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

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a

1:100 ARI flood event plus 0.5m freeboard. The probable maximum flood has the same meaning as the Floodplain Development Manual.

8. Land Reserved for Acquisition

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

9. Contribution Plans

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

- Maitland S94A Levy Contributions Plan 2006
- Farley S94 Contribution Plan 2015
- Maitland City Wide Section 94 Contributions Plan 2016

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

9A. Biodiversity Certified Land

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

10. Biodiversity Stewardship Sites

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

10A. Native Vegetation clearing set asides

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

11. Bushfire Prone Land

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

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

There is NO direction by the Minister under Section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 (other

than a project of a class prescribed by the regulations) of the Act does not have effect.

15. Site Compatibility Certificate and Conditions for Seniors Housing

a) Site Compatibility Certificate

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

b) Conditions of Development Consent since 11 October 2007

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

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

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

17. Site compatibility certificates and conditions for affordable rental housing

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

18. Paper subdivision information

There is no development plan that applies to the:

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

21. Affected building notices and building product rectification orders

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

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

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

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

Contaminated Land

- a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

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

David Evans
General Manager



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657



APPLICATION NUMBER: 1639739

APPLICANT NAME: InfoTrack

RATEABLE PREMISE NO.: 9999927945

PROPERTY ADDRESS: 19 HARLINGTON AVE FARLEY 2320

LOT/SECTION/DP:SP: LOT/SECTION/DP:SP

APPLICANT REF: M 3159

19 HARLINGTON

FARLEY NSW



Date: 17/02/2022	CADASTRAL DATA & LRI OF NSW CONTOUR DATA © Ashmead © Department of Planning	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.	SEWER POSITION APPROXIMATE ONLY. SUBJECT PROPERTY BOLD. ALL MEASUREMENTS ARE METRIC.	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.
Scale: at A3 1:5,000	SEWER/RECYCLED WATER UTILITY DATA © HUNTER WATER CORPORATION			



Revenue

Enquiry ID	3674752
Agent ID	81429403
Issue Date	25 Feb 2022
Correspondence ID	1741780181
Your reference	3159

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1264962/189	19 HARLINGTON AVE FARLEY 2320	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

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