

Contract for the sale and purchase of land 2022 edition

TERM
vendor's agent
MEANING OF TERM
 Valley Estate Agents
 26 Elgin Street MAITLAND, NSW 2320

NSW DAN:
phone: (02) 4934 1901
email: john@valleyestateagents.com.au
ref: John Davis

co-agent

vendor

vendor's solicitor

date for completion (clause 15)

land (address, plan details and title reference)
 14 ORLANDO CL WINDELLA NSW 2320
 LOT 317 DEPOSITED PLAN 1195506
 Folio Identifier 317/1195506

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
 air conditioning clothes line fixed floor coverings range hood
 blinds curtains insect screens solar panels
 built-in wardrobes dishwasher light fittings stove
 ceiling fans EV charger pool equipment TV antenna
 other: Shipping container; built in microwave/convention oven; ducted vacuum system; ride on lawn mower; water filtration system; water tank; outside fire pit

exclusions
purchaser

purchaser's solicitor

price \$ 0.00
deposit \$ 0.00 (10% of the price, unless otherwise stated)
balance \$ 0.00

contract date (if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>Joanne Frances Dawson</p> <p>_____</p> <p>Vendor</p> <p>Mark Sheen</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

Choices

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

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

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment**

NO yes (if yes, vendor must provide details)

(GST residential withholding payment)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

14 ORLANDO CL WINDELLA NSW 2320

Aqua Legal & Conveyancing Special Conditions

Further Special Conditions (**Special Conditions**) forming part of this contract for sale.

To the extent of any inconsistency between the Law Society Printed Conditions (**Printed Conditions**) and these Special Conditions, these Special Conditions prevail.

33. Amendments to the Printed Conditions

The Printed Conditions are amended as follows:

(a) (**interest on the deposit**) clause 2.9 is deleted and replaced with the following:

“2.9 If this contract says the deposit is to be invested, the depositor is to invest the deposit (at the risk of the party who becomes entitled to it) with a financial institution, in an interest bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest (after deduction of all proper government taxes, financial institution charges, and any other charges) to:

2.9.1 the parties equally, if this contract is completed; or

2.9.2 otherwise to the party entitled to the deposit”.

(b) (**requisitions**) clause 5.2.1 is deleted;

(c) (**claims by the purchaser**) the following amendments are made in clause 7:

i. clause 7.1 is deleted and replaced with the following:

“7.1The vendor can rescind if –

7.1.1 the vendor serves notice of intention to rescind; and

7.1.2 the purchaser does not serve notice waiving the claims within 14 days after that service; and”;

ii. in clause 7.2.1, “10%” is replaced with “5%”; and

iii. in clause 7.2.4, the words “and the costs of the purchaser” are deleted;

(d) (**rescission by the vendor**) clause 8.1 is deleted and replaced with the following:

“8.1The vendor can rescind if –

8.1.1 the vendor is unable or unwilling to comply with a requisition or claim for compensation;

8.1.2 the vendor serves notice of intention to rescind which specified the requisition or claim for compensation; and

8.1.3 the purchaser does not serve notice waiving the requisition or claim within 14 days after that service.”

- (e) (**disclosure**) in clauses 10.1.8 and 10.1.9, the word “substance” is replaced with “existence” and the word “disclosed” is replaced with “noted”.
- (f) (**adjustments**) clause 14.8 is deleted.
- (g) Clause 23.13 is amended and replaced with ‘The purchaser must obtain a copy of the information certificate, section 109 or section 184 certificate under the Strata Schemes Management Act 2015 in relation to the property at least 7 days before completion and serve it on the vendor via email.
- (h) Delete SC 25 Qualified title, limited title and old system title.

34. Notice to Complete

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

Should the vendor serve a notice to complete on the purchaser, the purchaser is to pay the vendor the amount of \$330.00 including GST on settlement for the additional legal fees incurred in issuing the notice.

35. Death or incapacity

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

36. Purchaser Acknowledges

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) They do not rely on any warranty, express or implied, made by the vendor, or the vendor’s agent except for as provided in this contract;
- (c) Subject to all defects latent and patent;

- (d) Subject to any infestations and dilapidation;
- (e) Subject to all existing water, sewage, drainage and plumbing services and connections in respect of the property; and
- (f) Subject to any non-compliance with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- (g) Subject to any contaminant present upon the land.

37. Late Completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 9% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

The purchaser must also pay the vendor the amount of \$360.00 including GST on settlement each time settlement is rescheduled as a result of the purchaser's inability to settle in accordance with the contract. All adjustments shall be adjusted from the original settlement date.

38. Agent

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

39. Requisitions

The form of requisitions to be served by the purchaser under clause 5.1 shall be in the form of requisitions attached to this contract.

Requisitions provided for in this clause shall be deemed to have been served by the purchaser on the date of this contract.

40. Deposit Bond

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

41. Deposit less than 10 percent

Should the vendor terminate this contract under clause 9 of the law society special conditions or for any other reason than the purchaser must pay to the deposit stakeholder an amount equivalent to the difference, if any, between the deposit paid and 10% of the purchase price.

42. Deposit payable under cooling off

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

- (a) On the date hereof: 0.25% of the purchase price named on the front page of this contract; and
- (b) On the date that is 5 business days after the date of this contract: 9.75% of the purchase price to total the 10% deposit payable under this contract; or
- (c) On the date that is 5 business days after the date of this contract: 4.75% of the purchase price to total the 5% deposit payable under this contract, if agreed to by the vendor.

43. Cooling off period

Should this contract be exchanged without a certificate under section 66w of the Conveyancing Act (NSW) 1919 the cooling off period will be 5 business days from the date herein.

If an extension of the cooling off period is required, the purchaser will be charged an additional \$360.00 including GST for each request.

44. Release of deposit

The purchasers agree and acknowledge that by their execution of this contract, they irrevocably authorise the vendor's agent to release to another trust account (ie Real Estate Agent, Lawyer or Conveyancers Trust Account) such part of the deposit moneys as they shall require for the purpose of a deposit and/or transfer duty of any piece of real estate that the vendors require.

45. Christmas period

Should the settlement date fall between Monday 22 December 2025 and Thursday 15 January 2026 (inclusive), the first settlement after this period will be Friday 16 January 2026.

46. FIRB

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. If the provisions do apply, the Purchaser hereby warrants that it has obtained any approval or certification needed to proceed with this contract.

47. Counterpart and Electronic Contract

This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same contract.

Execution by the parties of the contract by email or electronically via DocuSign and transmission of the executed contract by either of those means shall constitute a valid and binding execution of this contract by such party or parties.

For the purposes of the Electronic Transaction Act 1999 (Cth) and Electronic Transactions Act 2000 (NSW) each party consents to receiving and sending the contract electronically.

The purchaser and its representative acknowledge no original vendor signed contract will be provided.

48. Pandemic clause

If any of the following situations arise in relation to the settlement date of the property:

- A. Any of the parties named in the contract have contracted the Covid-19 virus or other virus deemed under a pandemic;
- B. Be placed in isolation in the property;
- C. Directed to self-isolate in the property; or
- D. Need to care for an immediate member of the household or family in the property,
- E. The Government (either federal or state) has issued a directive for closure of any business required to complete settlement or a state/territory wide lockdown has been declared;

Then the parties agree that the following provisions shall apply:

1. The other party cannot issue a Notice to Complete on the party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property or the directive from the Government has been lifted;
2. The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis, unless it is a government directive;
3. Completion shall take place within seven days (7) from the date from which the party is permitted to leave the property or the lockdown or directive has been lifted.
4. If the vendor is the party seeking the benefit of this clause, he/she shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.

49. Early Possession

In the event the property will become vacant prior to the completion date and upon receipt of a written request from the purchaser to take early possession of the property, and on the basis the vendor agrees to allow the purchaser to take early possession of the property the parties agree that the purchaser will be allowed to take possession of the property once the vendor has vacated the property pursuant to clause 18 of the contract for sale and subject to the following:

- A possession will be granted to the purchaser only after unconditional exchange of this contract;
- B the purchaser will provide written advice that they have carried out a final inspection and are entirely satisfied with the inspection and the property prior to being allowed access;
- C the purchaser will provide to the vendors solicitor evidence of building and contents insurance commencing the date early possession is agreed;
- D the purchaser is responsible for the services and rates to the property as at the date of possession;
- E a licence fee/rent for the amount previously agreed in writing will be payable by the purchaser commencing from the date of possession and made as an adjustment on settlement;
- F in the event that completion does not occur on or before the completion date, through no fault of the vendor, the vendor may force the purchaser to vacate the property;
- G in addition the vendors rights under this contract (in particular 18.5 of the standard law society conditions), the vendors can immediately order the purchaser to vacate the property should the purchaser breach the provisions of clauses 18.2, 18.3 or this special condition 16.

50. Smoke Alarms

The purchaser cannot object by reason of the vendor not having complied with the regulations made under the *Environmental Planning and Assessment Act 1979 (NSW)* or any other regulation or provision which may exist at the time this contract was entered into, in relation to the installation of smoke alarms on the property.

51. Fencing

The Vendor will not be liable to pay any compensation in respect of fencing, nor is the Vendor required to erect or contribute to any expense of erecting a new fence upon the property.

52. Swimming Pool/Spa

If there is a pool or spa on the property, the Vendor does not warrant that the swimming pool or spa located on the property and its enclosures comply with all requirements under the *Swimming Pools Act 1992 (NSW)* nor with any other regulations which may apply with respect to a swimming pool or spa. The Purchaser cannot make any objection or raise any requisition in relation to the swimming pool or spa or its enclosures, including any non-compliance with such legislation or regulation or any order or notice issued by any Council or other relevant authority.

53. Guarantor purchaser

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

SIGNED by)
the guarantors in the presence of:)
	Signature
Signature of Witness	

Print Name of Witness



FOLIO: 317/1195506

SEARCH DATE	TIME	EDITION NO	DATE
17/9/2025	11:29 AM	8	12/5/2021

LAND

LOT 317 IN DEPOSITED PLAN 1195506
AT WINDELLA
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1195506

FIRST SCHEDULE

(T AR43591)

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1159523 EASEMENT TO DRAIN WATER 3, 10 & 37 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1159523 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 4 DP1159523 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 5 DP1159523 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 6 DP1159523 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 7 DP1159523 POSITIVE COVENANT REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 8 AG360561 EASEMENT FOR WATER SUPPLY AND SEWERAGE PIPELINES 10 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1178574 EASEMENT TO DRAIN WATER 1.5, 3, 5, 28 METRE(S) WIDE AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1195506 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
AJ276476 VARIATION OF RESTRICTION DP1195506
- 11 DP1195506 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 12 DP1195506 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 13 AR43592 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

END OF PAGE 1 - CONTINUED OVER

FOLIO: 317/1195506

PAGE 2

NOTATIONS

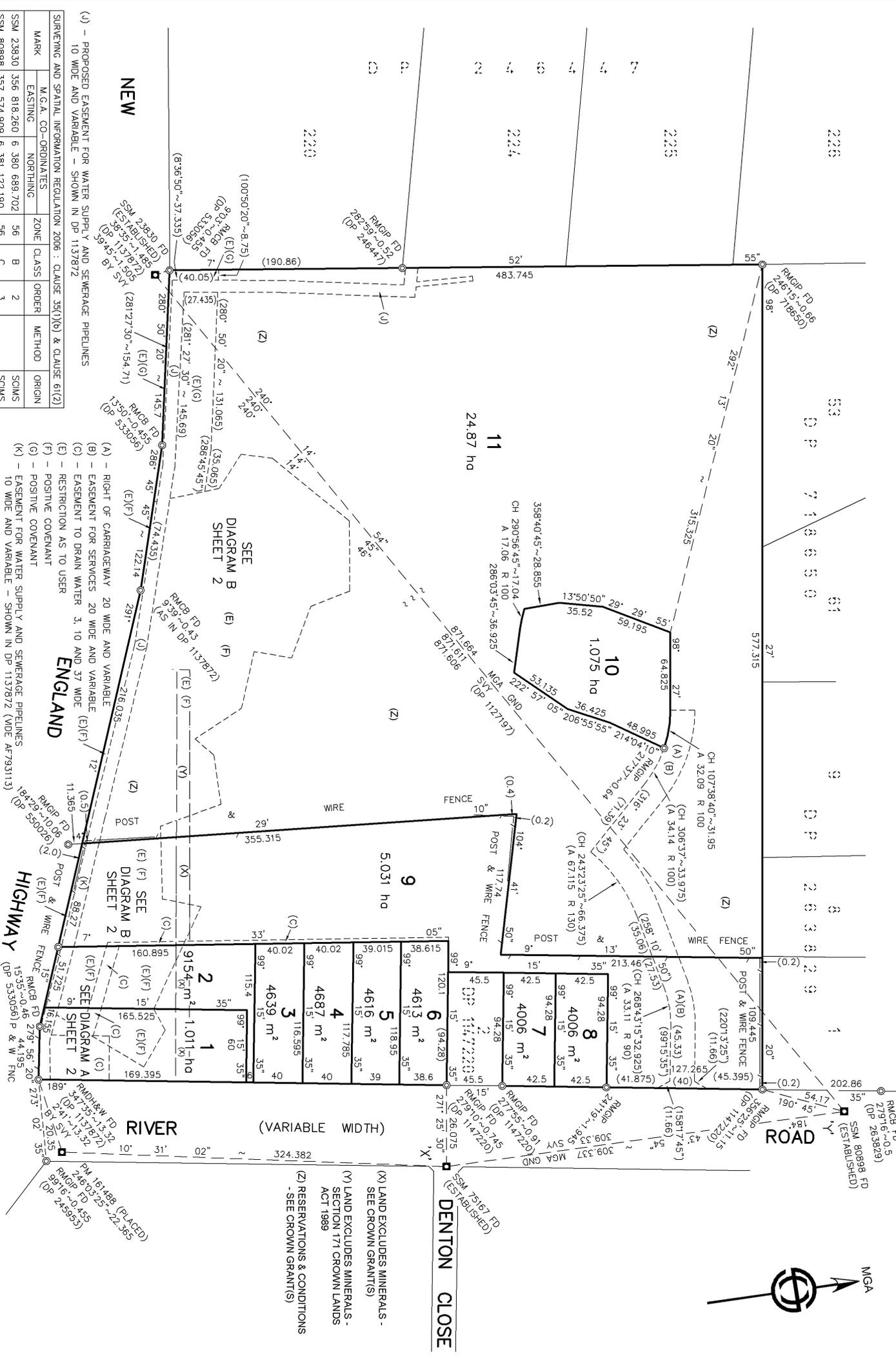
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

253512...

PRINTED ON 17/9/2025

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



(J) - PROPOSED EASEMENT FOR WATER SUPPLY AND SEWERAGE PIPELINES 10 WIDE AND VARIABLE - SHOWN IN DP 1157872

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	METHOD	ORIGIN
SSM 23830	356 818.260	6 380 689.702	56	B	2		SCIMS
SSM 80898	357 574.909	6 381 122.190	56	C	3		SCIMS
SSM 75167	357 549.396	6 380 813.956	56	A	1		SCIMS
PM 161488	357 490.2	6 380 495.0	56	U			CLOSED TRAMER

M.G.A. CO-ORDINATES ADOPTED FROM SCIMS AS AT 15TH MARCH 2010
 M.G.A. COMBINED SCALE FACTOR = 0.999842

Surveyor: NICEL DELFS
 Date of Survey: 10TH MARCH 2010
 Surveyors Ref.: 26190-8-STG1

PLAN OF SUBDIVISION OF
 LOT 1 DP 1147220, LOT 1 DP 1127197,
 LOT 1 DP 248728 AND
 LOT 131 DP 136187

L.G.A.: MAITLAND
 Locality: WINDELLA
 Subdivision No.: 052619
 Reduction Ratio: 1:2000

Registered
 11-01-2011
DP1159523

- SEE DIAGRAM B SHEET 2
- (A) - RIGHT OF CARRIAGEWAY 20 WIDE AND VARIABLE
 - (B) - EASEMENT FOR SERVICES 20 WIDE AND VARIABLE
 - (C) - EASEMENT TO DRAIN WATER 3.10 AND 37 WIDE (E)(F)
 - (E) - RESTRICTION AS TO USER
 - (F) - POSITIVE COVENANT
 - (G) - POSITIVE COVENANT
 - (K) - EASEMENT FOR WATER SUPPLY AND SEWERAGE PIPELINES 10 WIDE AND VARIABLE - SHOWN IN DP 1157872 (VIDE AF793113)

- SEE DIAGRAM B SHEET 2
- (X) LAND EXCLUDES MINERALS - SEE CROWN GRANT(S)
 - (Y) LAND EXCLUDES MINERALS - SECTION 171 CROWN LANDS ACT 1989
 - (Z) RESERVATIONS & CONDITIONS - SEE CROWN GRANT(S)

Lot	Area
1	1.011 ha
2	9154 m ²
3	4639 m ²
4	4687 m ²
5	4616 m ²
6	4613 m ²
7	4006 m ²
8	4006 m ²
9	5.031 ha
10	1.075 ha
11	24.87 ha

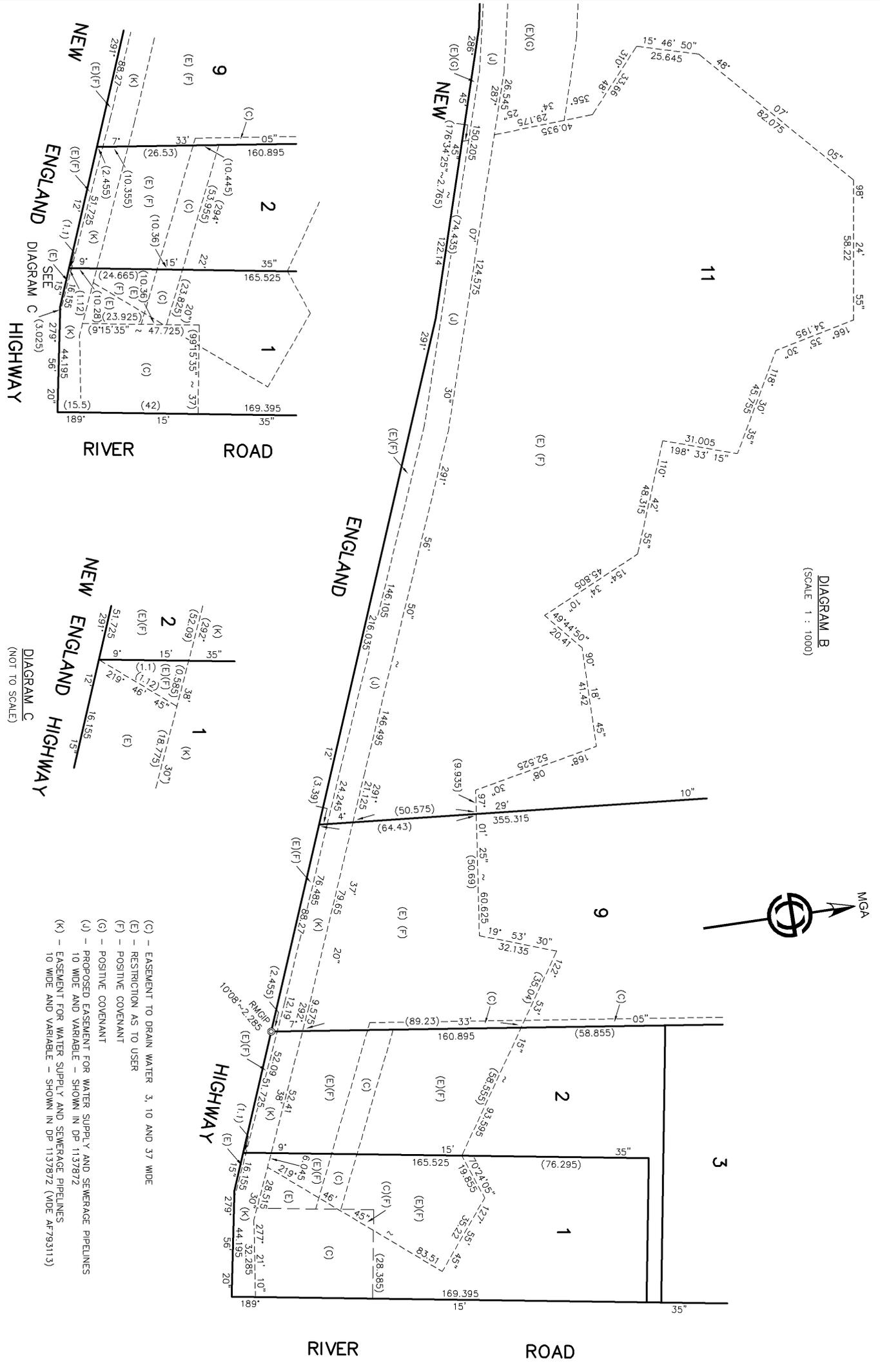


DIAGRAM B
(SCALE 1 : 1000)



DIAGRAM A
(NOT TO SCALE)

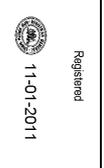
DIAGRAM C
(NOT TO SCALE)

- (C) - EASEMENT TO DRAIN WATER 3, 10 AND 37 WIDE
- (E) - RESTRICTION AS TO USER
- (F) - POSITIVE COVENANT
- (G) - POSITIVE COVENANT
- (J) - PROPOSED EASEMENT FOR WATER SUPPLY AND SEWERAGE PIPELINES 10 WIDE AND VARIABLE - SHOWN IN DP 1137872
- (K) - EASEMENT FOR WATER SUPPLY AND SEWERAGE PIPELINES 10 WIDE AND VARIABLE - SHOWN IN DP 1137872 (VDE AF793113)

Surveyor: NICEL DELFS
 Date of Survey: 10TH MARCH 2010
 Surveyors Ref: 26190-8-STGI

PLAN OF SUBDIVISION OF
 LOT 1 DP 1147220, LOT 1 DP 1127197,
 LOT 1 DP 248728 AND
 LOT 131 DP 136187

L.G.A.: MAITLAND
 Locality: WINDELLA
 Subdivision No.: 052619



DP1159523

0	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
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DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 2 sheet(s)

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

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

1. RIGHT OF CARRIAGEWAY 20 WIDE AND VARIABLE (A)
2. EASEMENT FOR SERVICES 20 WIDE AND VARIABLE (B)
3. EASEMENT TO DRAIN WATER 3, 10 AND 37 WIDE (C)
4. RESTRICTION AS TO USER
5. RESTRICTION AS TO USER (E)
6. POSITIVE COVENANT (F)
7. RESTRICTION AS TO USER
8. RESTRICTION AS TO USER
9. RESTRICTION AS TO USER
10. POSITIVE COVENANT (G)
11. RESTRICTION AS TO USER

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

Crown Lands NSW / Western Lands Office Approval

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

Signature :
 Date :
 File Number :
 Office :

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed Subdivision set out herein
 * (Insert "subdivision" or "new road")

[Signature]
 * Authorised Person / General Manager / Accredited Certifier

Consent Authority: Maitland City Council
 Date of Endorsement: 6.10.10
 Accreditation No. :
 Subdivision Certificate No : 052619
 File No. : DA05 2619

* Delete whichever is inapplicable.

DP1159523

Registered :  11-01-2011
 Title System : TORRENS
 Purpose : SUBDIVISION

PLAN OF SUBDIVISION OF
 LOT 1 DP 1147220,
 LOT 1 DP 1127197,
 LOT 1 DP 248728 AND
 LOT 131 DP 136187

LGA: MAITLAND
 Locality: WINDELLA
 Parish: GOSFORTH
 County: NORTHUMBERLAND

Surveying and Spatial Information Regulation, 2006

I NIGEL DELES
 of RPS AUSTRALIA EAST PTY LTD
 241 DENISON STREET, BROADMEADOW
 a surveyor registered under the Surveying and Spatial Information Act, 2002
 certify that the survey represented in this plan is accurate, has been made
 in accordance with the Surveying and Spatial Information Regulation, 2006
 and was completed on : 10TH MARCH 2010

The survey relates to
 lots 1 to 11

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature : *[Signature]* Dated : 23/11/10
 Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line : 'X' ~ 'Y'

Type : ~~Urban~~ / Rural

Plans used in preparation of Survey / ~~Compilation~~

- DP 136187
- DP 245953
- DP 246447
- DP 263829
- DP 533056
- DP 718650
- DP 1127197
- DP 1137872
- DP 1147220

SURVEYOR'S REFERENCE: 26190-8_STG1

* OFFICE USE ONLY

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

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF
LOT 1 DP 1147220,
LOT 1 DP 1127197,
LOT 1 DP 248728 AND
LOT 131 DP 136187

DP1159523

Registered:  11-01-2011

* OFFICE USE ONLY

Subdivision Certificate No: 052619

Date of Endorsement: 6.10.10

J.M. McLeod *Lyndon John McLeod*

WENDELLA RIDGE PTY LIMITED ACN 137 267 791

Bradley Stewart Everett
BRADLEY STEWART EVERETT
DIRECTOR

Lyndon John McLeod
LYNDON JOHN MCLEOD
DIRECTOR

#E871215
Mortgagee under Mortgage No. AF69914
Signed at Sydney this 22nd day of
November 2010 for National
Australia Bank Limited ABN 12 004 044 937
by STEPHEN MCKENZIE
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Stephen McKenzie
.....
Level 3 Attorney
Brett Bolton
.....

Witness/Bank Officer
BRETT BOLTON
MANAGER

SURVEYOR'S REFERENCE: 26190-8_STG1

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 8 Sheets)

Plan: **DP1159523**

Plan of Subdivision of Lot 1 in DP1147220 Lot 1 in DP1127197, Lot 1 in DP248728 and Lot 131 in DP136187

Full name and address of Proprietors of Land

Windella Ridge Pty Limited
 (A.C.N. 137 267 791)
 of 1 Hartley Drive,
 Thornton. 2322.

Lyndon John McLeod and Judith Mary McLeod
 of 799 New England Highway,
 Lochinvar. 2321.

Full Name and Address of Mortgagee of Land:

National Australia Bank Limited
Business Banking Centre
 of Level 1, 101 Hannell Street,
 Wickham. 2293.

PART 1 (CREATION)

Number of items shown in the intention panel on the plan	Identity of easement, profit à pendre, 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	Right of Carriageway 20 wide and variable (noted "A" on the plan)	Lots 9 and 11	Lot 10
2	Easement for services 20 wide and variable (noted "B" on the plan)	Lots 9 and 11	Lot 10
3	Easement to drain water 3 & 37 wide (noted "C" on the plan) Easement to drain water 3, 10 and 37 wide (noted "c" on the plan)	Lot 1 Lot 2 Lot 9	Lots 2, 3, 4, 5, 6, 9, 11 & Maitland City Council Lots 3, 4, 5, 6, 9, 11 & Maitland City Council Lots 3, 4, 5, 6, 11 & Maitland City Council
4	Restriction as to User	Lots 1, 2, 9 and 11	Maitland City Council
5	Restriction as to User (noted "E" on the plan)	Lots 1, 2, 9 and 11	Maitland City Council
6	Positive covenant (noted "F" on the plan)	Lots 1, 2, 9 and 11	Maitland City Council
7	Restriction as to User	Lots 1 to 8 inclusive	Maitland City Council
8	Restriction as to User	Lots 1 to 8 inclusive and Lot 10	Each other Lot excluding Lot 11
9	Restriction as to User	Each Lot	Maitland City Council
10	Positive Covenant (noted "G" on the plan)	Lot 11	Maitland City Council
11	Restriction as to User	Lots 7 and 8	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 8 Sheets)

Plan: **DP1159523**

Plan of Subdivision of Lot 1 in
DP1147220 Lot 1 in DP1127197, Lot
1 in DP248728 and Lot 131 in
DP136187

PART 2

1. Terms of the restriction to user fourthly referred to in the abovementioned plan

- 1.1 A proprietor of a lot burdened may not construct an access way intended to permit or be capable of permitting vehicular access from the lot burdened to the New England Highway.
- 1.2 A proprietor of a lot burdened may not permit any person to enter the lot burdened from the New England Highway by a vehicle.
- 1.3 For the purpose of this clause:-
- (a) **vehicle** means any form of conveyance used or intended to be used to convey people including but not limited to any push bike, motor bike, scooter, motor vehicle, tractor, self propelled equipment and any other form of self propelled or motorised machinery;
- (b) **Access way** means any civil works which when completed could facilitate, assist or be capable of permitting or allowing use by a vehicle.
- 1.4 The person having the power to release, vary or modify the restriction herein is the Maitland City Council.

2. Terms of the restriction to user fifthly referred to in the abovementioned plan

- 2.1 No building or structure of any form, including a temporary structure may be erected, brought upon or permitted to remain on that part of the lot burdened.
- 2.2 No:-
- (a) motor vehicle or other vehicle will, whether self propelled or otherwise, and / or
- (b) boat, trailer, caravan, camper or other item capable of being towed;
- may be placed, parked, stored or permitted to remain on that part of the lot burdened.
- 2.3 No shipping container may be placed, parked, stored or permitted to remain on that part of the lot burdened.
- 2.4 The person having the power to release, vary or modify the restriction herein is the 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 3 of 8 Sheets)

Plan: **DP1159523**

Plan of Subdivision of Lot 1 in
DP1147220 Lot 1 in DP1127197, Lot
1 in DP248728 and Lot 131 in
DP136187

3. Terms of the positive covenant sixthly referred to in the above mentioned plan

3.1 A proprietor of the lot burdened shall:-

- (a) maintain and preserve the remnant woodland vegetation located on that part of the lot burdened designated "F". Such action to include the obligation to remove weeds, protect existing native vegetation and facilitate the rehabilitation / revegetation of the designated area. Such activity is to be carried out in accordance with the Vegetation Management Plan prepared by Wild Thing Environmental Consultants dated March 2007 (a copy of which is available from Maitland City Council);
- (b) not damage or destroy any part of the existing endemic vegetation located on the site or planted in accordance with the Vegetation Management Plan.

3.2 The person having the right to release, vary or modify this covenant is the Maitland City Council.

4. Terms of restrictions as to user seventhly referred to in the above mentioned plan

4.1 No building or buildings intended for occupation for residential purposes shall be constructed or permitted to remain on a lot burdened unless constructed in accordance with Australian Standard AS2107-2000 "Acoustics – recommended design sound levels and reverberation times for building interiors" and Australian Standard AS3671-1989 "Acoustics – road traffic noise intrusion – building site and construction".

4.2 The proprietor of a lot burdened acknowledges that compliance with the Australian Standards may require the proprietor of the lot burdened to:-

- (a) locate dwelling as far as possible from the noise source;
- (b) minimise the size and number of windows facing the noise source;
- (c) locate noise insensitive areas (such as kitchen, storage, laundry) towards the noise source;
- (d) use construction techniques to minimise noise intrusion including but not limited to:-
 - i) sealing gaps around windows, doors, ceiling spaces and the like;
 - ii) using thick glass (or double glazing) where required;
 - iii) using solid core doors with appropriate door seals where required.

4.3 The person having the power to release, vary or modify this restriction is the 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 4 of 8 Sheets)

Plan: **DP1159523**

Plan of Subdivision of Lot 1 in
DP1147220 Lot 1 in DP1127197, Lot
1 in DP248728 and Lot 131 in
DP136187

5. Terms of restrictions as to user eighthly referred to in the above mentioned plan

Dwelling Houses

- 5.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 220 m² exclusive of car accommodation, external landings and patios.
- 5.2 No dwelling house may be erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass or concrete treated with painted texture render, provided however feature panelling including fibre some panelling and / or timber may be used on buildings being a dwelling or car accommodation in conjunction with the above materials, provided that the proportion of such panelling does not exceed 30% of the total external wall area.
- 5.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or colourbond sheeting.
- 5.4 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.

Setbacks

- 5.5 No dwelling house may be erected:-
- (a) Closer to any adjoining public road than the building line as fixed by Maitland City Council except where an alternate building line is noted on the plan; or
- (b) Within five metres of any rear or side boundary provided that this restriction shall be extended so that any greater setback distances imposed by Maitland City Council are complied with.

Ancillary buildings

- 5.6 No 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; and
- (b) It has an internal floor area of less than 80m².
- 5.7 No machinery shed, hay shed or other farm type outbuilding including stables or accommodation to be used for the purpose of horses shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanised iron or similar material provided that new colourbond metal sheeting may be used in the external walls of a farm building where such colourbond metal sheeting has a low reflective index and is of earth tone colours.

**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 8 Sheets)

Plan: **DP1159523**

Plan of Subdivision of Lot 1 in
DP1147220 Lot 1 in DP1127197, Lot
1 in DP248728 and Lot 131 in
DP136187

Fencing

- 5.8 No fence shall be erected or permitted to remain on the boundary of a lot burdened unless it is of a visually open character typical of the rural location and should comprise rural post and rail or post and wire construction.
- 5.9 No fence may be constructed within a lot burdened to divide it from the residue or another part of the lot burdened unless such fencing comprises rural post and rail, rural post and wire or rural fencing incorporating open wire meshing provided however that fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not generally comprise sheet material (such as colourbond, fibro cement or paling fences). This covenant does not preclude safety fencing associated with swimming pools.
- 5.10 No fence shall be erected on a lot burdened unless it is erected without expense to Windella Ridge Pty Limited, its successors and permitted assigns other than Purchasers on sale.

Prohibited activities

- 5.11 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried on on any lot burdened.
- 5.12 No boarding kennels or animal boarding facilities shall be constructed or permitted to remain on any lot burdened.
- 5.13 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.
- 5.14 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.
- 5.15 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 4 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.
- 5.16 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind the dwelling house erected on the lot burdened.
- 5.17 No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.

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

LENGTHS ARE IN METRES

(Sheet 6 of 8 Sheets)

Plan: **DP1159523**

Plan of Subdivision of Lot 1 in
DP1147220 Lot 1 in DP1127197, Lot
1 in DP248728 and Lot 131 in
DP136187

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 the restriction on the use of land numbered 1 is Windella Ridge Pty Limited and if Windella Ridge 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.

6. Terms of easement or restriction ninthly referred to in the abovementioned plan

6.1 No fence constructed or utilised as a boundary fence shall be erected or permitted to remain on a lot burdened unless it is of a rural type fencing. For the purpose of this clause a rural type fencing is a fencing of a visually open character consisting predominantly of post and timber rails, or post and wire construction.

The person having the right to release, vary or modify this restriction is the Maitland City Council.

7. Terms of positive covenant tenthly referred to in the abovementioned plan

7.1 The proprietor of the lot burdened shall:-

- (a) Maintain and preserve the landscaped buffer located on that part of the lot burdened designated "G". Such action shall include the obligation to remove weeds, protect existing and newly planted native vegetation and facilitate the rehabilitation / revegetation of the landscaped buffer.
- (b) Plant such further or additional native endemic species as may be required to enhance the landscaped buffer or to replace species that have not survived.
- (c) Not damage or destroy any part of the existing endemic vegetation located on the site or planted in accordance with the landscape plan applicable to the landscaped buffer area designated "G" on the plan.

The person having the right to release, vary or modify this covenant is the Maitland City Council.

8. Terms of easement or restriction eleventhly referred to in the abovementioned plan

8.1 No lot burdened shall be used or occupied for the purpose of a dwelling house unless the household effluent is treated by an individual aerated waste water treatment system or other system providing treated water suitable for re-use on the site approved by the consent authority (currently Maitland City Council). A conventional septic type system shall not be installed on any lot burdened.

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

LENGTHS ARE IN METRES

(Sheet 7 of 8 Sheets)

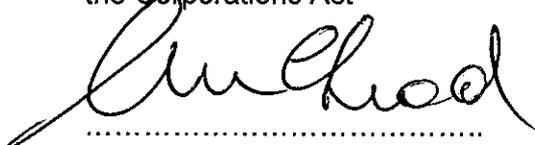
Plan: **DP1159523**

Plan of Subdivision of Lot 1 in DP1147220 Lot 1 in DP1127197, Lot 1 in DP248728 and Lot 131 in DP136187

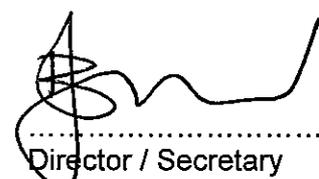
8.2 No part of the lands which have not been designated, prepared and maintained as a waste water treatment disposal area in accordance with the prevailing Australian Standard (current AS1574-2000) shall be used for the disposal of waste water without the prior written consent in writing of the Maitland City Council

The person having the right to vary, release or modify this restriction in the Maitland City Council.

EXECUTED by WINDELLA RIDGE)
PTY LIMITED (A.C.N. 137 267 791))
in accordance with Section 127 of)
the Corporations Act)

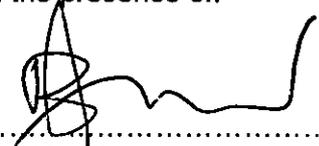


Director
LYNDON JOHN McLEOD



Director / Secretary
BRADLEY STEWART EVERETT

SIGNED by the said)
LYNDON JOHN McLEOD)
in the presence of:-)

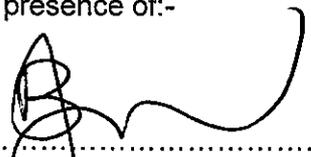


WITNESS
BRADLEY STEWART EVERETT

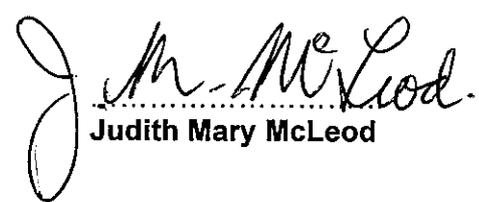


Lyndon John McLeod

SIGNED by the said)
JUDITH MARY McLEOD)
in the presence of:-)



WITNESS
BRADLEY STEWART EVERETT



Judith Mary McLeod

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 8 Sheets)

Plan: **DP1159523**

Plan of Subdivision of Lot 1 in DP1147220 Lot 1 in DP1127197, Lot 1 in DP248728 and Lot 131 in DP136187

EXECUTED ON BEHALF OF NATIONAL AUSTRALIA BANK LIMITED

E871215
Mortgagee under Mortgage No. *AF69914*
Signed at Sydney this *22nd* day of *November* 20*10* for National Australia Bank Limited ABN 12 004 044 937 by *STEPHEN MCKENZIE* its duly appointed Attorney under Power of Attorney No. 39 Book 4512

Stephen McKenzie
.....
Level 3 Attorney

Brett Bolton
.....
Witness/Bank Officer
BRETT BOLTON
MANAGER

EXECUTED ON BEHALF OF MAITLAND CITY COUNCIL

Sean O'Leary
.....
Authorised officer

REGISTERED  11-01-2011

[Handwritten mark]

Form: 01TG
Release: 2.1
www.lands.nsw.gov.au

TRANSFER
GRANTING EASEMEN
New South Wales
Real Property Act 1900



AG360561T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to make available to any person for search upon payment of a fee, if any, the Register 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) TORRENS TITLE

Servient Tenement Lot 131 DP136187 Lot 11 DP1159523	Dominant Tenement Easement in Gross pursuant to s 88A Conveyancing Act 1919
--	---

(B) LODGED BY

Document Collection Box 47 V	Name, Address or DX, Telephone, and LLPN if any LLPN 123012 E Reference: <i>SH. HWC 001.46</i>	H.M. Allen & Co. DX 437 Sydney Ph 9232 3652	CODE TG
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(C) TRANSFEROR

Lyndon John McLeod and Judith Mary McLeod

(D) The transferor acknowledges receipt of the consideration of \$ 109,750.00 and transfers and grants—

(E) DESCRIPTION OF EASEMENT

Easement for water supply and sewerage pipelines 10 wide and variable ~~shown (B) on DP1147220~~ on the terms and conditions set out in Attachment 'A' shown (B) on DP1137872 out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) TRANSFeree

Hunter Water Corporation ABN 46 228 513 446

DATE *6 June 2011*

(H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness: *[Signature]*
Name of witness: *F. S. Bonar*
Address of witness: *Francis Stephen Bonar
209 Borelson Ave
Castle Hill NSW 2154*

Signature of transferor: *[Signature]*
J. M. McLeod

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness: *[Signature]*
Name of witness: *Leah Calcox*
Address of witness: *36 Honeysuckle Dr, Newcastle*

Signature of attorney: *[Signature]*
Attorney's name: *John O'Hearn*
Signing on behalf of: *Hunter Water Corporation*
Power of attorney-Book: *4562*
-No.: *951*

*45A produced for TG
D 7/7/2011 C192232*

off NBL DP1137872

Annexure to TRANSFER GRANTING EASEMENT

Parties:

Lyndon John McLeod and Judith Mary McLeod and Hunter Water Corporation ABN 46 228 513 446

Dated 6 June 2011

Definitions and interpretation

1 The following terms have the following meanings:

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

Authorised Users means Hunter Water's:

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

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

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

Hunter Water means the owner, its successors and assigns.

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

Person includes a body corporate.

Pipeline means a pipeline for the conveyance of water, recycled water, effluent or sewerage whether above, on or below the ground and all associated apparatus and equipment and any ancillary works.

Terms of Easement for Pipeline

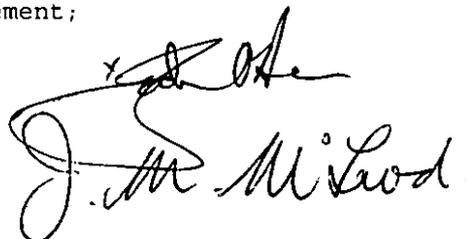
2 Hunter Water and its Authorised Users may:

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

General provisions of easement

3 For the purpose of exercising its rights under this easement, Hunter Water and its Authorised Users, may:

- (a) enter the Lot Burdened, with or without vehicles, plant and equipment, for any purpose permitted by this easement;



Annexure to TRANSFER GRANTING EASEMENT

Parties:

Lyndon John McLeod and Judith Mary McLeod and Hunter Water Corporation ABN 46 228 513 446

Dated 6 June 2011

- (b) do anything reasonably necessary to obtain access to and pass along to the Easement Site.
- (c) do anything reasonably necessary for the exercise of Hunter Water's rights under this easement.

4 The Burdened Owner acknowledges that ownership of any Pipeline or other Ancillary Works located in the Easement Site remains with Hunter Water.

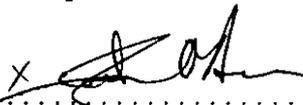
5 Hunter Water covenants with the Burdened Owner that:

- (a) it will promptly repair the Pipeline or any Ancillary Works on receiving your request to do so by the Burdened Owner;
- (b) it will procure that the Easement Site is kept clean and free from rubbish;
- (c) in exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened;
- (d) it will procure that any damage caused to the surface of the Lot Burdened is restored as nearly as practicable to its original condition; and
- (e) subject to its rights under this easement, it will procure that the Burdened Owner's reasonable use or occupation of the Lot Burdened is not impeded.

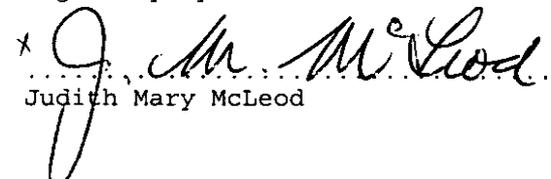
6 Subject to its foregoing rights under this easement, the Burdened Owner covenants with Hunter Water that it will not:

- (a) do or allow anything which will interfere with, damage, or destroy the Pipeline or will interfere with the effective operation of the Pipeline or any Ancillary Work;
- (b) obstruct Hunter Water in the exercise of its rights under this easement; or
- (c) place any structures or improvements on the Easement Site without first seeking the consent in writing of Hunter Water which may be withheld in the absolute discretion of Hunter Water.

Signed on behalf of Hunter Water Corporation ABN 46 228 513 446


.....
Signature
by its attorney John O'Hearn
pursuant to Power of Attorney
book 4562 No 951


.....
Signed by Lyndon John McLeod


.....
Judith Mary McLeod

**THIS IS AN ANNEXURE TO TRANSFER GRANTING EASEMENT
BETWEEN LYNDON JOHN MCLEOD AS TRANSFEROR AND HUNTER WATER
CORPORATION ABN 46 228 513 446 AS TRANSFEREE**

DATED

Servient Tenement: ~~431/436187~~ 11/1159523
Dominant Tenement: Easement in Gross pursuant to s88A Conveyancing Act 1919

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. E871215 hereby consents to the within **Transfer Granting Easement** but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at Newcastle
31st this day of March 2011.

SIGNED SEALED AND DELIVERED)
for and on behalf of **NATIONAL**)
AUSTRALIA BANK LIMITED ABN)
12 004 044 937 by its Attorney)
_____)
who holds the position of)
Level 3 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:

abona

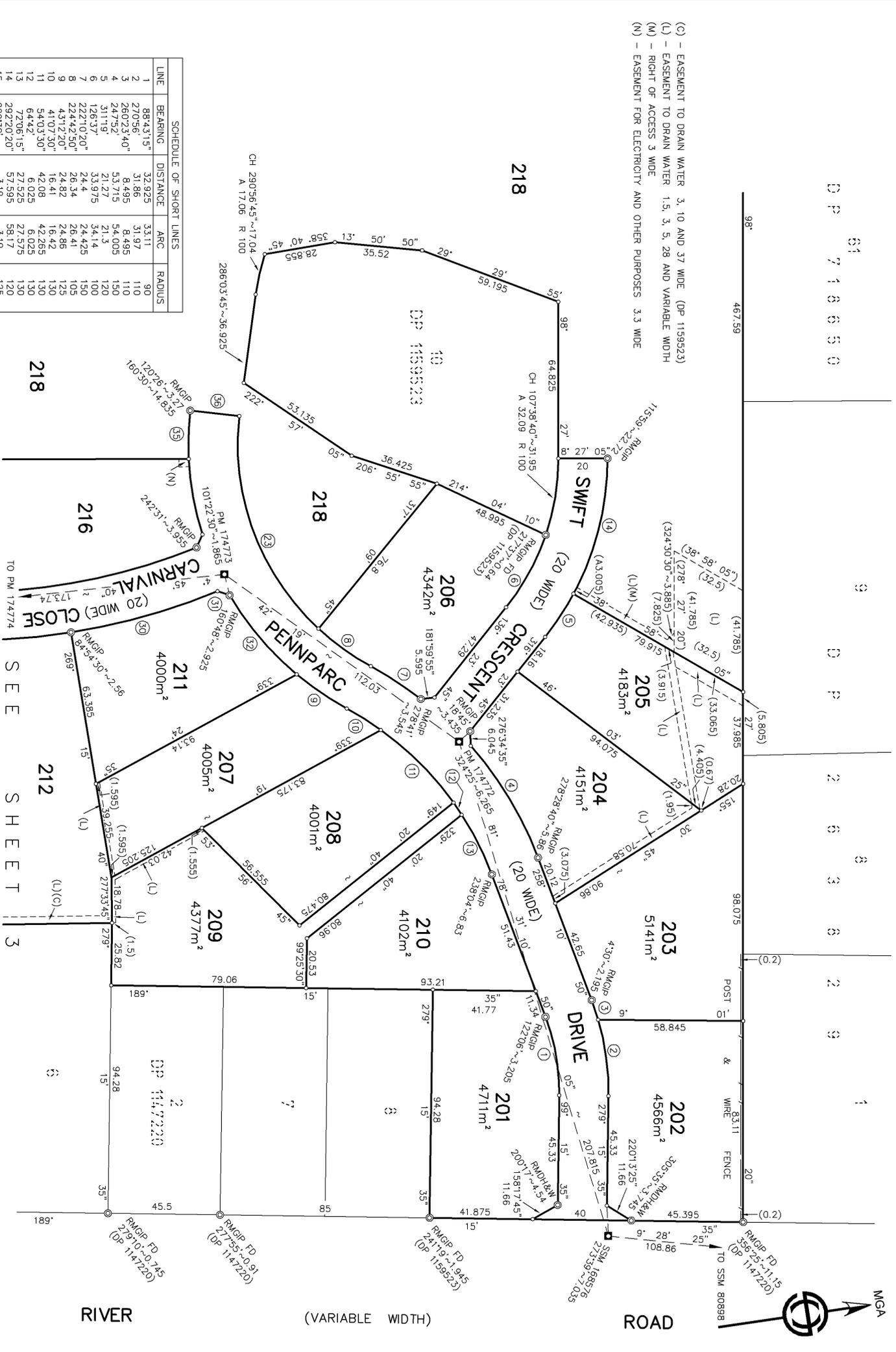
Witness Signature
ALISON BOTHA
ASSOCIATE

[Signature]

Attorney Signature
DAVID KEELING
PARTNER

Print Name

Print Name



- (C) - EASEMENT TO DRAIN WATER 3.10 AND 37 WIDE (DP 1159523)
- (L) - EASEMENT TO DRAIN WATER 1.5, 3, 5, 28 AND VARIABLE WIDTH
- (M) - RIGHT OF ACCESS 3 WIDE
- (N) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE

LINE	BEARING	DISTANCE	ARC	RADIUS
1	88°43'15"	32.925	33.11	90
2	270°56'	31.97	31.97	110
3	260°23'40"	8.495	8.495	110
4	247°52'	53.715	54.005	150
5	311°16'	21.27	21.3	100
6	126°37'	33.975	34.14	100
7	222°10'20"	24.4	24.425	105
8	224°42'30"	26.34	26.41	105
9	43°12'20"	24.82	24.86	125
10	41°07'30"	42.08	42.265	130
11	54°03'30"	6.025	6.025	130
12	72°06'15"	27.525	27.575	120
13	292°20'20"	37.595	38.119	120
14	229°38'	93.519	93.519	125
15	78°22'50"	61.85	61.975	105
16	352°29'50"	5.2	5.2	260
17	27°16'55"	42.5	42.71	125
18	58°41'30"	100.15	100.15	125
19	100°15'30"	19.98	20.0	125
20	14°50'30"	20.0	20.0	125

Supervisor: DAREN SCOTT ROBSON
 Date of Survey: 15T AUGUST 2012
 Surveyors Ref.: 26190-8-STG2 NEMC

PLAN OF SUBDIVISION OF
 LOTS 9 AND 11 IN DP 1159523

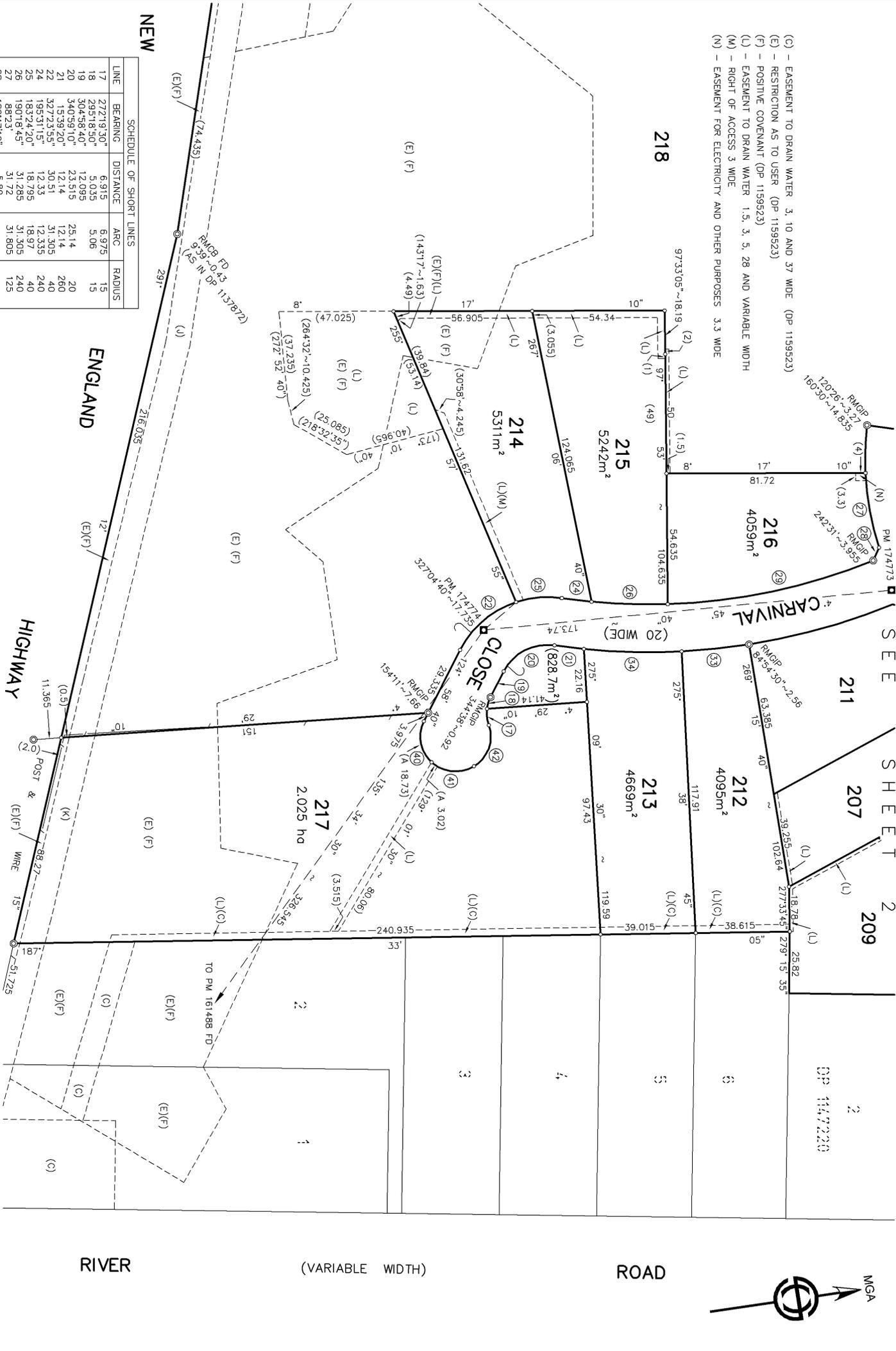
L.G.A.: MAITLAND
 Locality: WINDELLA
 Subdivision No.: 052619

Registered
 24-9-2012

DP1178574



- (C) - EASEMENT TO DRAIN WATER 3, 10 AND 37 WIDE (OP 1159523)
- (E) - RESTRICTION AS TO USER (OP 1159523)
- (F) - POSITIVE COVENANT (DP 1159523)
- (L) - EASEMENT TO DRAIN WATER 1.5, 3, 5, 28 AND VARIABLE WIDTH
- (M) - RIGHT OF ACCESS 3 WIDE
- (N) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE



NEW

ENGLAND

HIGHWAY

RIVER

(VARIABLE WIDTH)

ROAD

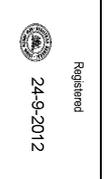


LINE	BEARING	DISTANCE	ARC	RADIUS
17	272°19'30"	6.915	6.975	15
18	299°18'50"	5.035	5.06	15
19	304°38'40"	12.088		
20	340°39'10"	2.3515		
21	153°39'20"	12.14	25.14	20
22	327°23'55"	30.51	31.395	260
24	189°31'15"	12.55	12.335	240
25	189°24'20"	18.785	18.97	240
26	190°18'45"	31.285	31.305	240
27	88°23'	31.72	31.805	125
28	122°47'10"	3.68	3.69	240
29	176°13'25"	27.855	27.87	260
33	223°35'	4.0125	4.0165	260
40	87°58'20"	17.455	18.73	14.5
41	75°2'05"	19.815	18.73	14.5
42	291°53'05"	15.745	16.645	14.5

Surveyor: DAREN SCOTT ROBSON
 Date of Survey: 15TH AUGUST 2012
 Surveyor's Ref.: 26190-8-STG2 NEWC

PLAN OF SUBDIVISION OF
 LOTS 9 AND 11 IN DP 1159523

L.G.A.: MAITLAND
 Locality: WINDELLA
 Subdivision No.: 052619



DP1178574

0 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

PLAN FORM 6 WARNING : Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 3 sheet (s)

SIGNATURES , SEALS and STATEMENTS of intention to dedicate public roads , to create public reserves , drainage reserves , easements , restrictions on the use of land or positive covenants .
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE :

1. EASEMENT TO DRAIN WATER
1.5, 3, 5, 28 AND VARIABLE WIDTH (L)
2. RIGHT OF ACCESS 3 WIDE (M)
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (N)
4. RESTRICTION AS TO USER
5. RESTRICTION AS TO USER
6. RESTRICTION AS TO USER
7. RESTRICTION AS TO USER

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

1. RIGHT OF CARRIAGEWAY
20 WIDE AND VARIABLE (VIDE DP 1159523)
2. EASEMENT FOR SERVICES
20 WIDE AND VARIABLE (VIDE DP 1159523)

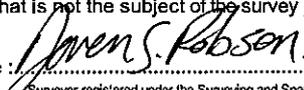
IT IS INTENDED TO DEDICATE PENNPARC DRIVE, SWIFT CRESCENT AND CARNIVAL CLOSE TO THE PUBLIC AS PUBLIC ROAD
 Use PLAN FORM 6A for additional certificates , signatures , seals and statements

DP1178574

Registered :  24-9-2012
 Title System : TORRENS
 Purpose : SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 9 AND 11 IN DP 1159523

LGA : MAITLAND
 Locality : WINDELLA
 Parish : GOSFORTH
 County : NORTHUMBERLAND

Surveying and Spatial Information Regulation , 2006
 IDAREN SCOTT ROBSON.....
 ofRPS AUSTRALIA EAST PTY LTD.....
 241 DENISON STREET , BROADMEADOW
 a surveyor registered under the Surveying and Spatial Information Act , 2002 certify that the survey represented in this plan is accurate , has been made in accordance with the Surveying and Spatial Information Regulation , 2006 and was completed on : 01-08-12
 The survey relates tolots 201 to 218 inclusive.....
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)
 Signature :  Dated 27-08-12
 Surveyor registered under the Surveying and Spatial Information Act , 2002
 Datum Line : 'X' ~ 'Y'
 Type : Urban / Rural

Crown Lands NSW / Western Lands Office Approval
 I in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given
 Signature :
 Date :
 File Number :
 Office :

Subdivision Certificate
 I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to :
 the proposed subdivision set out herein
 * (insert "subdivision" or "new road")
 * Authorised Person / General Manager / Accredited Certifier
 Consent Authority : Maitland City Council
 Date of Endorsement : 13.8.12
 Accreditation No :
 Subdivision Certificate No : 052619
 File No. : DA05 2619
 * Delete whichever is inapplicable.

- Plans used in preparation of Survey / ~~Compilation~~
- DP 136187
 - DP 245953
 - DP 246447
 - DP 263829
 - DP 533056
 - DP 718650
 - DP 1127197
 - DP 1137872
 - DP 1147220
 - DP 1159523

SURVEYOR'S REFERENCE: 26190-8_STG2 NEWC

* OFFICE USE ONLY

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

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF
LOTS 9 AND 11 IN DP 1159523

DP1178574

Registered:  24-9-2012

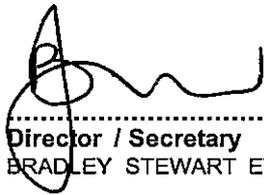
* OFFICE USE ONLY

Subdivision Certificate No: OS 2619

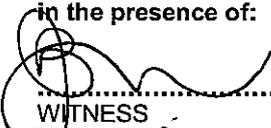
Date of Endorsement: 13.8.12

EXECUTED by WINDELLA RIDGE)
PTY LIMITED (A.C.N. 137 267 791)
in accordance with Section 127 of)
the Corporations Act)


.....
Director
HILTON ROSS GRUGEON

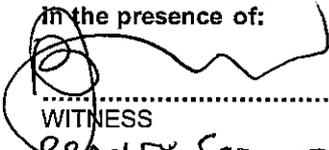

.....
Director / Secretary
BRADLEY STEWART EVERETT

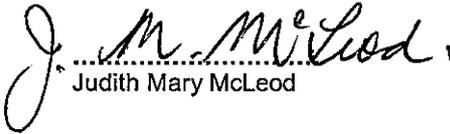
SIGNED by the said)
LYNDON JOHN McLEOD)
in the presence of:)


.....
WITNESS
BRADLEY STEWART EVERETT


.....
Lyndon John McLeod

SIGNED by the said)
JUDITH MARY McLEOD)
in the presence of:)

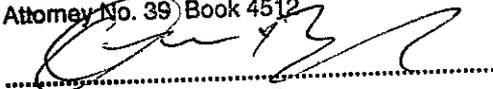

.....
WITNESS
BRADLEY STEWART EVERETT

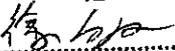

.....
Judith Mary McLeod

EXECUTED ON BEHALF OF NATIONAL AUSTRALIA BANK LIMITED

Mortgagee under Mortgage No. ^{AG 261345}
^{E871215}
AF69914

Signed at Sydney this 24th day of
Aug 2012 for National
Australia Bank Limited ABN 12 004 044 937
by OLIVER BENT
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


.....
Level 2 Attorney


.....
Witness/Bank Officer


.....
Patrick Xu
Business Banking Officer
Property Finance Australia

SURVEYOR'S REFERENCE: 26190-8_STG2 NEWC

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

PLAN OF SUBDIVISION OF
LOTS 9 AND 11 IN DP 1159523

DP1178574

Registered:  24-9-2012

* OFFICE USE ONLY

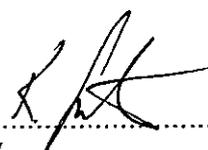
Subdivision Certificate No: 05 2619

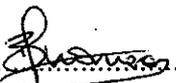
Date of Endorsement: 13.8.12

AUSGRID

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

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


.....
Attorney


.....
Witness

Richard Andrew Hanson
.....
Name of Witness (please print)
570 George Street,
Sydney, NSW, 2000

.....
Address of Witness

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

LENGTHS ARE IN METRES

(Sheet 1 of 9 Sheets)

Plan: **DP1178574**

Plan of Subdivision of Lots 9 and 11
 in DP1159523 covered by
 Subdivision Certificate No: *052619*

Full name and address of Proprietors of Land

Windella Ridge Pty Limited
 (A.C.N. 137 267 791)
 of 1 Hartley Drive,
 Thornton. 2322.

**Lyndon John McLeod and
 Judith Mary McLeod**
 of 766 New England Highway,
 Lochinvar. 2321.

Full Name and Address of Mortgagee of Land:

**National Australia Bank Limited
 Business Banking Centre**
 of Level 1, 101 Hannell Street,
 Wickham. 2293.

PART 1 (CREATION)

Number of items shown in the intention panel on the plan	Identity of easement, profit à pendre, 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, 3, 5, 28 and variable width (noted "L" on the plan)	Lot 218 Lot 204 Lot 205 Lot 207 Lot 209 Lot 214 Lot 215 Lot 217	Lots 203, 204, 205, 214, 215, 216 & Maitland City Council Lot 203 & Maitland City Council Lots 218, 204, 203 & Maitland City Council Lot 211 Lots 207, 208, 211 Lots 215, 216, 218 & Maitland City Council Lots 216, 218 & Maitland City Council Lots 207, 208, 209, 211, 212, 213 & 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 9 Sheets)

Plan: **DP1178574**

Plan of Subdivision of Lots 9 and 11
 in DP1159523 covered by
 Subdivision Certificate No: **052619**

		Lot 212	Lots 207, 208, 209, 211
		Lot 213	Lots 207, 208, 209, 211, 212
2	Right of Access 3 wide (noted "M" on the plan)	Lots 214 & 218	Maitland City Council
3	Easement for Electricity and Other Purposes 3.3 wide (noted "N" on the plan)	Lot 216	Ausgrid ABN 67 505 337 385
4	Restriction as to User	Lots 201 to 216 inclusive	Maitland City Council
5	Restriction as to User	Lots 201 to 216 inclusive	Each other Lot excluding Lots 217 & 218
6	Restriction as to User	Lots 201 to 216 inclusive	Maitland City Council
7	Restriction as to User	Lots 201 to 206 inclusive & 210	Maitland City Council

PART 1A (RELEASE)

Number of items shown in the intention panel on the plan	Identity of easement, profit à pendre, 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	Right of Carriageway 20 wide and variable (vide DP 1159523)	Lots 9 and 11 in DP 1159523	Lot 10 in DP 1159523
2	Easement for services 20 wide and variable (vide DP 1159523)	Lots 9 and 11 in DP 1159523	Lot 10 in DP 1159523

**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 9 Sheets)

Plan: **DP1178574**

Plan of Subdivision of Lots 9 and 11
in DP1159523 covered by

Subdivision Certificate No: **052619**

PART 2

1. Terms of easement thirdly referred to in the above mentioned plan

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

2. Terms of restriction as to user fourthly referred to in the above mentioned plan

- 2.1 No building or buildings intended for occupation for residential purposes shall be constructed or permitted to remain on a lot burdened unless constructed in accordance with Australian Standard AS2107-2000 "Acoustics – recommended design sound levels and reverberation times for building interiors" and Australian Standard AS3671-1989 "Acoustics – road traffic noise intrusion – building site and construction".
- 2.2 The proprietor of a lot burdened acknowledges that compliance with the Australian Standards may require the proprietor of the lot burdened to:-
- (a) locate dwelling as far as possible from the noise source;
 - (b) minimise the size and number of windows facing the noise source;
 - (c) locate noise insensitive areas (such as kitchen, storage, laundry) towards the noise source;
 - (d) use construction techniques to minimise noise intrusion including but not limited to:-
 - i) sealing gaps around windows, doors, ceiling spaces and the like;
 - ii) using thick glass (or double glazing) where required;
 - iii) using solid core doors with appropriate door seals where required.
- 2.3 The person having the power to release, vary or modify this restriction is the Maitland City Council.

3. Terms of restrictions as to user fifthly referred to in the above mentioned plan

**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 9 Sheets)

Plan: **DP1178574**

Plan of Subdivision of Lots 9 and 11
in DP1159523 covered by

Subdivision Certificate No: **052619**

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 220 m² exclusive of car accommodation, external landings and patios.
- 3.2 No dwelling house may be erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass or concrete treated with painted texture render, provided however feature panelling including fibre some panelling and / or timber may be used on buildings being a dwelling or car accommodation in conjunction with the above materials, provided that the proportion of such panelling does not exceed 30% of the total external wall area.
- 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 colourbond sheeting.
- 3.4 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.

Setbacks

- 3.5 No dwelling house may be erected:-
- (a) Closer to any adjoining public road than the building line as fixed by Maitland City Council except where an alternate building line is noted on the plan; or
- (b) Within five metres of any rear or side boundary provided that this restriction shall be extended so that any greater setback distances imposed by Maitland City Council are complied with.

Ancillary buildings

- 3.6 No 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; and
- (b) It has an internal floor area of less than 80m².
- 3.7 No machinery shed, hay shed or other farm type outbuilding including stables or accommodation to be used for the purpose of horses shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanised iron or similar material provided that new colourbond metal sheeting may be used in the external walls of a farm building where such colourbond metal sheeting has a low reflective index and is of earth tone colours.

**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 9 Sheets)

Plan: **DP1178574**

Plan of Subdivision of Lots 9 and 11
in DP1159523 covered by
Subdivision Certificate No: 052619

Fencing

- 3.8 No fence shall be erected or permitted to remain on the boundary of a lot burdened unless it is of a visually open character typical of the rural location and should comprise rural post and rail or post and wire construction.
- 3.9 No fence may be constructed within a lot burdened to divide it from the residue or another part of the lot burdened unless such fencing comprises rural post and rail, rural post and wire or rural fencing incorporating open wire meshing provided however that fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not generally comprise sheet material (such as colourbond, fibro cement or paling fences). This covenant does not preclude safety fencing associated with swimming pools.
- 3.10 No fence shall be erected on a lot burdened unless it is erected without expense to Windella Ridge Pty Limited, its successors and permitted assigns other than Purchasers on sale.

Prohibited activities

- 3.11 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried on on any lot burdened.
- 3.12 No boarding kennels or animal boarding facilities shall be constructed or permitted to remain on any lot burdened.
- 3.13 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.
- 3.14 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.
- 3.15 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 4 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. This restriction shall not apply to the easement for electricity and other purposes designated "(N)" on the plan.
- 3.16 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.
- 3.17 No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.

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

LENGTHS ARE IN METRES

(Sheet 6 of 9 Sheets)

Plan: **DP1178574**

Plan of Subdivision of Lots 9 and 11
in DP1159523 covered by
Subdivision Certificate No: 052619

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 the restriction on the use of land numbered 1 is Windella Ridge Pty Limited and if Windella Ridge Pty Limited 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 easement or restriction sixthly referred to in the abovementioned plan

- 4.1 No fence constructed or utilised as a boundary fence shall be erected or permitted to remain on a lot burdened unless it is of a rural type fencing. For the purpose of this clause a rural type fencing is a fencing of a visually open character consisting predominantly of post and timber rails, or post and wire construction.

The person having the right to release, vary or modify this restriction is the Maitland City Council.

5. Terms of easement or restriction seventhly referred to in the abovementioned plan

- 5.1 No lot burdened shall be used or occupied for the purpose of a dwelling house unless the household effluent is treated by an individual aerated waste water treatment system or other system providing treated water suitable for re-use on the site approved by the consent authority (currently Maitland City Council). A conventional septic type system shall not be installed on any lot burdened.
- 5.2 No part of the lands which have not been designated, prepared and maintained as a waste water treatment disposal area in accordance with the prevailing Australian Standard (current AS1574-2000) shall be used for the disposal of waste water without the consent in writing of the Maitland City Council.

The person having the right to release, vary or modify this restriction is 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 7 of 9 Sheets)

Plan: **DP1178574**

Plan of Subdivision of Lots 9 and 11
in DP1159523 covered by
Subdivision Certificate No: 052619

EXECUTED by WINDELLA RIDGE)
PTY LIMITED (A.C.N. 137 267 791))
in accordance with Section 127 of)
the Corporations Act)

.....
Director

.....
Director / Secretary

SIGNED by the said)
LYNDON JOHN McLEOD)
in the presence of:-)

.....
WITNESS

.....
Lyndon John McLeod

SIGNED by the said)
JUDITH MARY McLEOD)
in the presence of:-)

.....
WITNESS

.....
Judith Mary McLeod

.....

.....

ePlan

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

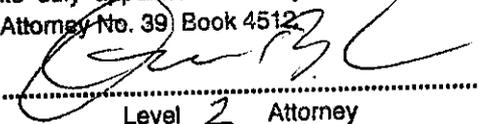
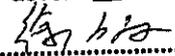
LENGTHS ARE IN METRES

(Sheet 8 of 9 Sheets)

Plan: **DP1178574**

Plan of Subdivision of Lots 9 and 11
in DP1159523 covered by
Subdivision Certificate No: **052619**

EXECUTED ON BEHALF OF NATIONAL AUSTRALIA BANK LIMITED

AG 261345
E871215
Mortgagee under Mortgage No. **AF69914**
Signed at *Sydney* this *24th* day of *Aug* 20*12* for National
Australia Bank Limited ABN 12 004 044 937
by **OLIVER BENT**
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

.....
Level 2 Attorney
 Patrick Xu
.....
Witness/Bank Officer Business Bank
Property Finance

EXECUTED ON BEHALF OF MAITLAND CITY COUNCIL


AUTHORISED OFFICER
MAITLAND CITY COUNCIL

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

LENGTHS ARE IN METRES

(Sheet 9 of 9 Sheets)

Plan: **DP1178574**

Plan of Subdivision of Lots 9 and 11
in DP1159523 covered by
Subdivision Certificate No: *052 619*

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

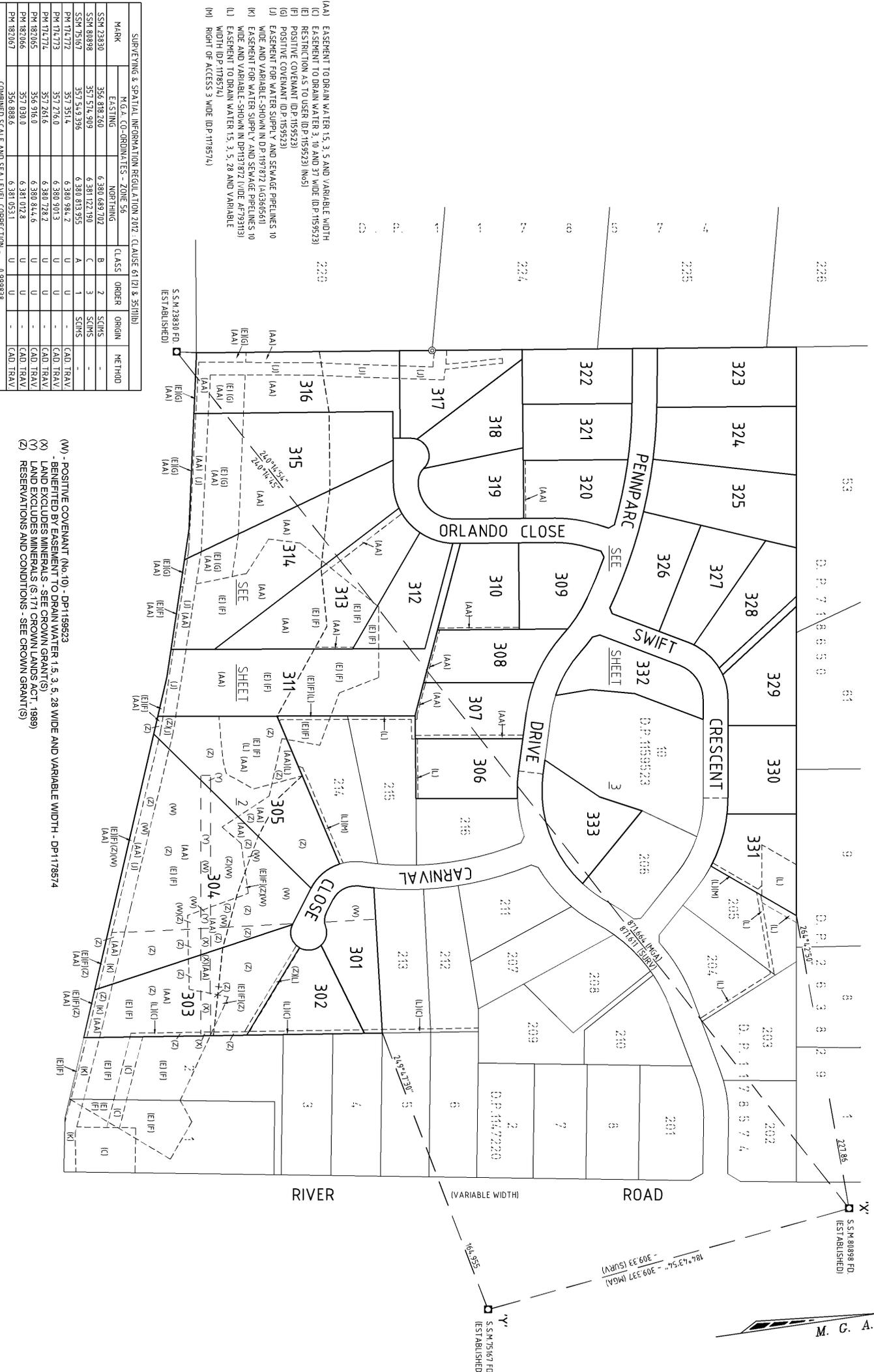
KATHERINE MARGARET GUNTON)
its duly constituted Attorney pursuant to Power)
of Attorney registered)
Book 4528 No. 401 in the presence of:)

.....
Attorney *K. Gunton*

[Signature]
.....
Witness

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

570 George Street,
Sydney, NSW, 2000
.....
Address of Witness



MARK	EASTING	NORTHING	CLASS	ORDER	ORIGIN	METHOD
SSM 23830	356 818 260	6 380 689 702	B	2	SCMS	-
SSM 80898	357 574 909	6 381 722 190	C	3	SCMS	-
SSM 7567	357 54 396	6 380 813 955	A	1	SCMS	-
PM 17472	357 351.4	6 380 984.2	U	1	CAD TRAV	-
PM 17473	357 276.0	6 380 901.3	U	1	CAD TRAV	-
PM 17474	357 281.6	6 380 728.2	U	1	CAD TRAV	-
PM 18206	356 916.0	6 380 844.6	U	1	CAD TRAV	-
PM 18206	357 031.0	6 381 072.8	U	1	CAD TRAV	-
PM 18207	356 888.6	6 381 053.1	U	1	CAD TRAV	-

SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 61 (2) & 35 (1)(b))
 H/G.A. CO-ORDINATES ADAPTED FROM
 SCHEM.S AS AT 7TH NOVEMBER 2013

COMBINED SCALE AND SEA LEVEL CORRECTION = 0.999938

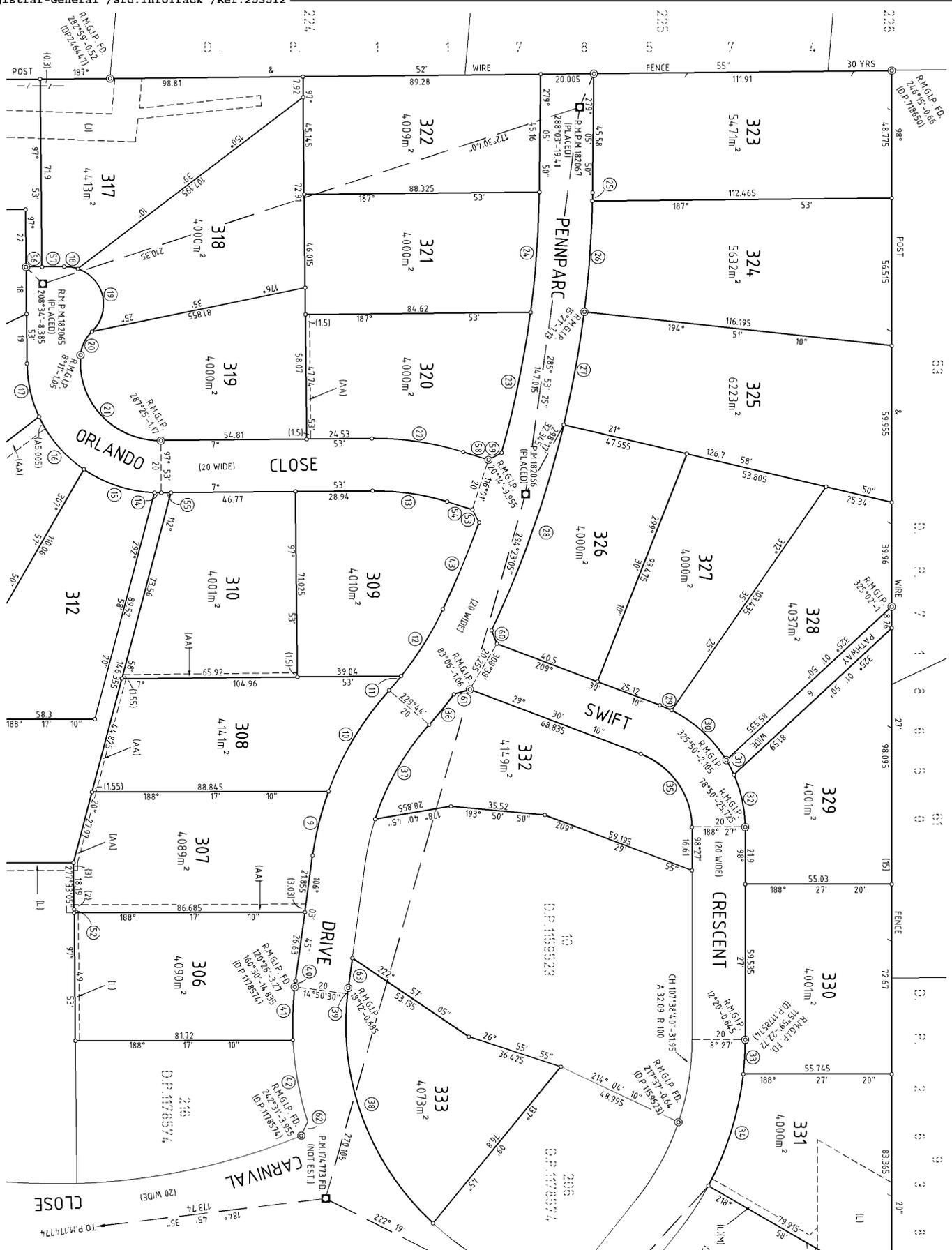
Surveyor: NIGEL DELES
 Date of Survey: 8TH NOVEMBER 2013
 Surveyor's Reference: 13030

PLAN OF SUBDIVISION LOTS 217 & 218 IN D.P. 1178574

LGA: MAITLAND
 Locality: WINDELLA
 Subdivision No: 052619
 Lengths are in metres. Reduction Ratio 1:2000

Registered 1.5.2014
 DP1195506

- (W) - POSITIVE COVENANT (No.10) - DP1169523
- (X) - BENEFITED BY EASEMENT TO DRAIN WATER 1.5, 3, 5, 28 WIDE AND VARIABLE WIDTH - DP1178574
- (Y) - LAND EXCLUDES MINERALS - SEE CROWN GRANT(S)
- (Z) - LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT, 1989)
- (Z) - RESERVATIONS AND CONDITIONS - SEE CROWN GRANT(S)



Number	Bearing	Distance
51	124°58'40"	12.035
52	97°53'	1
53	251°53'45"	5.57
54	26°00'55"	9.975
55	187°53'	3.625
56	7°53'	6
57	187°53'	8.38
58	206°00'55"	9.975
59	340°08'	5.57
60	76°45'05"	5.43
61	357°23'10"	6.295
62	122°47'10"	5.89
63	286°03'45"	11.565

Number	Chord Bearing	Chord Distance	Arc Length	Radius
8	100°15'30"	19.98	20	125
9	112°06'55"	25.325	25.375	120
10	128°57'10"	44.89	45.155	120
11	318°09'30"	7.15	7.15	130
12	309°57'40"	29.98	30.045	130
13	186°56'55"	28.36	28.48	90
14	9°27'25"	2.57	2.575	50
15	27°05'30"	28	28.38	50
16	58°34'20"	26.255	26.555	50
17	85°50'20"	20.87	21.025	50
18	187°39'25"	5.555	5.18	14.5
19	265°58'40"	24.615	24.4	14.5
20	123°53'30"	10.21	10.21	14.5
21	55°48'10"	44.53	50.18	30
22	186°56'55"	34.665	34.81	110
23	289°55'10"	54.92	54.965	300
24	282°29'20"	4.665	4.619	300
25	279°19'15"	3.2	3.2	4.0
26	282°31'05"	4.255	4.27	4.0
27	288°33'55"	4.395	4.397	4.0
28	297°28'10"	83.315	83.46	4.0
29	217°15'30"	28.04	28.42	50
30	231°17'45"	6.245	6.25	50
31	251°09'35"	20.545	20.69	50
32	266°35'45"	20.545	20.69	50
33	281°35'35"	13.155	13.16	120
34	295°28'50"	44.75	45.01	120
35	213°58'35"	33.96	34.1	30
36	316°53'	14.92	14.925	150
37	127°47'	4.141	4.171	100
38	78°22'50"	93.57	96.985	105
39	105°27'	2.24	2.24	105
40	105°27'	2.665	2.665	125
41	100°15'30"	19.98	20	125
42	88°23'	31.72	31.805	125
43	300°42'20"	35.85	35.86	390

- (AA) EASEMENT TO DRAIN WATER 15, 3, 5 AND VARIABLE WIDTH
- (I) EASEMENT FOR WATER SUPPLY AND SEWAGE PIPELINES 10
- (L) WIDE AND VARIABLE SHOWN IN DP 1178712 (A3300561)
- (M) EASEMENT TO DRAIN WATER 15, 3, 5, 28 AND VARIABLE WIDTH (DP 1178574)
- (N) RIGHT OF ACCESS 3 WIDE (DP 1178574)

Surveyor: NIGEL DELFS
 Date of Survey: 8TH NOVEMBER 2013
 Surveyor's Reference: 13030

PLAN OF SUBDIVISION LOTS 217 & 218 IN D.P. 1178574
 SEE SHEET 3

LGA: MAITLAND
 Locality: WINDELLA
 Subdivision No: 052619
 Lengths are in metres. Reduction Ratio 1:1000

Registered: 1.5.2014

DP1195506

ARC ANNOTATION TABLE

Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	15°39'20"	12.14	12.14	280
2	160°59'10"	23.515	25.14	20
3	101°59'20"	11.715	12.035	15
4	292°24'10"	15.965	16.905	14.5
5	2°39'05"	17.39	18.55	14.5
6	82°16'25"	19.88	21.635	14.5
7	141°23'55"	30.51	31.905	14.0
8	9°21'25"	2.57	2.575	50
9	27°06'30"	28	28.88	50
10	58°34'20"	26.255	26.565	50
11	85°50'20"	20.87	21.025	50
12	197°39'25"	5.155	5.18	14.5
13	265°58'40"	2.415	2.94	14.5
14	123°53'30"	10	10.21	14.5
15	55°48'10"	4.53	5.018	30
16	2°23'50"	27.855	27.87	260
17	9°53'35"	4.0125	4.0165	260

SHORT LINE TABLE

Number	Bearing	Distance
51	124°58'40"	12.095
52	97°53'	1
53	251°53'45"	5.57
54	26°00'55"	9.975
55	187°53'	3.625
56	7°53'	6
57	187°53'	8.38
58	206°10'55"	9.975
59	340°08'	5.57
60	76°45'05"	5.43
61	351°23'10"	6.295

- (AA) EASEMENT TO DRAIN WATER 15, 3, 5 AND VARIABLE WIDTH
- (AC) EASEMENT TO DRAIN WATER 3, 10 AND 37 WIDE (DP:119523)
- (E) RESTRICTION AS TO USER (DP:119523) (IN:5)
- (F) POSITIVE COVENANT (DP:119523)
- (G) POSITIVE COVENANT (DP:119523)
- (J) EASEMENT FOR WATER SUPPLY AND SEWAGE PIPELINES TO
- (K) EASEMENT FOR WATER SUPPLY AND SEWAGE PIPELINES TO
- (L) EASEMENT FOR WATER SUPPLY AND SEWAGE PIPELINES TO
- (M) EASEMENT TO DRAIN WATER 15, 3, 5, 28 AND VARIABLE WIDTH (DP:119574)
- (N) RIGHT OF ACCESS 3 WIDE (DP:119574)

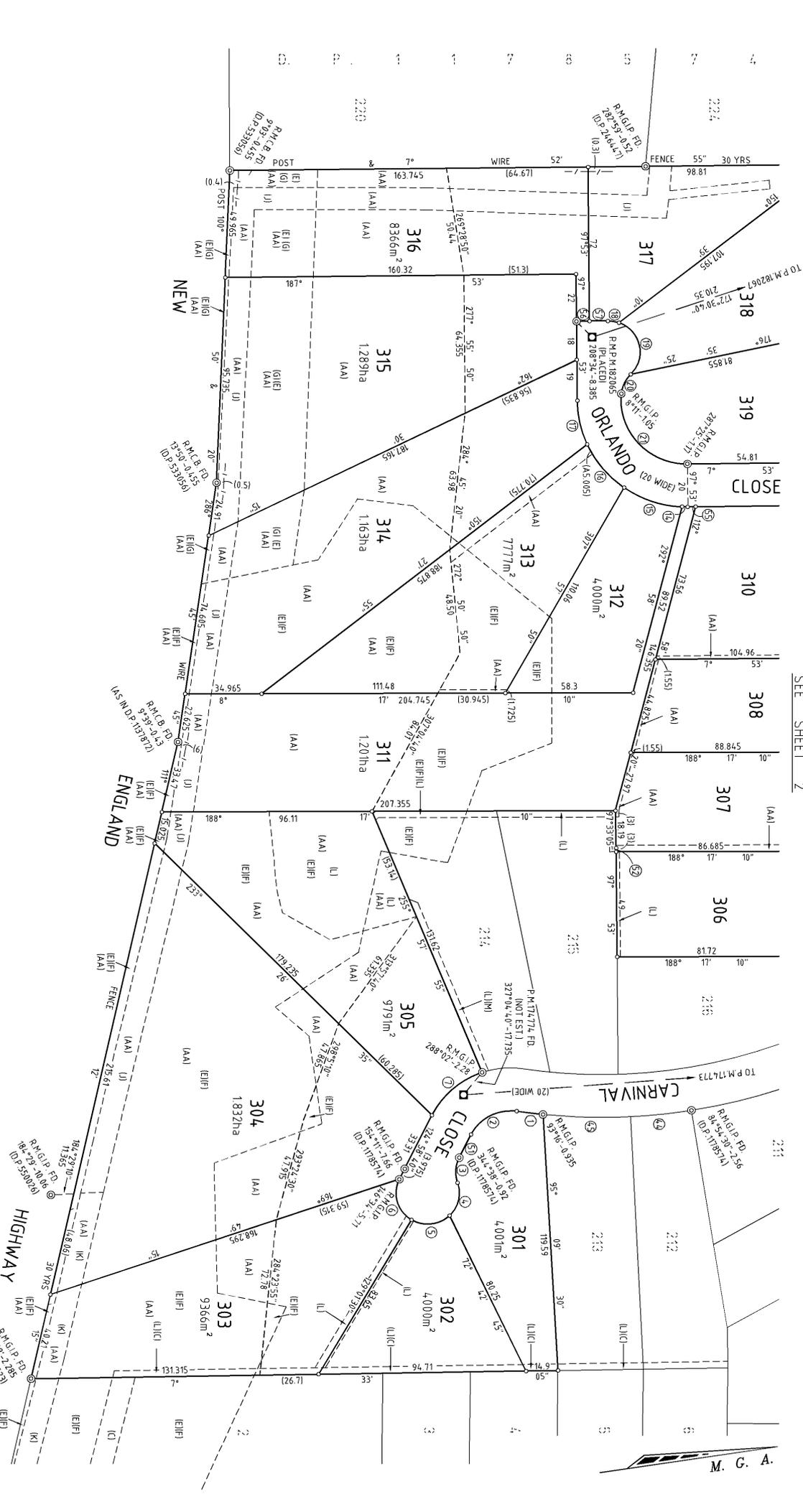
Surveyor: NIGEL DELFS
 Date of Survey: 8TH NOVEMBER 2013
 Surveyor's Reference: 13030

PLAN OF SUBDIVISION LOTS 217 & 218 IN D.P. 1178574

LGA: MAITLAND
 Locality: WINDELLA
 Subdivision No: 052619
 Lengths are in metres. Reduction Ratio 1:1250

Registered
 1.5.2014

DP1195506



M. G. A.

PLAN FORM 6 (2012)

WARNING : Creasing or folding will lead to rejection

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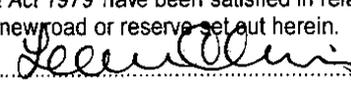
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of ~~3~~⁴ sheet(s)

Registered:  1.5.2014 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <h1 style="margin: 0;">DP1195506</h1> Office Use Only
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PLAN OF SUBDIVISION OF LOTS 217 & 218 IN D.P.1178574	LGA: MAITLAND Locality: WINDELLA Parish: GOSFORTH County: NORTHUMBERLAND
--	---

Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given . Signature: Date: File Number: Office:	Survey Certificate NIGEL DELFS I, of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that : *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on <u>8th NOVEMBER 2013</u> *(b) The part of the land shown in the plan ("being"/"excluding" A..... LOTS 301 - 323.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  Dated: <u>19/3/14</u> Surveyor ID: <u>8232</u> Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level - Undulating / *Steep - Mountainous * Strike through if inapplicable ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
---	---

Subdivision Certificate 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: Maitland City Council Date of endorsement: <u>26.3.14</u> Subdivision Certificate number: <u>052619</u> File number: <u>DA05 2619</u> *Strike through if inapplicable	Statements of intention to dedicate public roads, public reserves and drainage reserves Plans used in the preparation of survey/compilation D.P.1178574 D.P.1127197 D.P.136187 D.P.1137872 D.P.245953 D.P.1147220 D.P.246447 D.P.1159523 D.P.263829 D.P.533056 D.P.718650 If space is insufficient continue on PLAN FORM 6A
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Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 13030
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PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Registered  1.5.2014

PLAN OF SUBDIVISION OF LOTS 217 & 218
 IN D.P.1178574

Office Use Only

DP1195506

Subdivision Certificate number : 052619

Date of Endorsement : 26.3.14

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

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

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

1. EASEMENT TO DRAIN WATER 1.5, 3, 5 AND VARIABLE WIDTH (AA)
2. RESTRICTION AS TO USER
3. RESTRICTION AS TO USER
4. RESTRICTION AS TO USER
5. RESTRICTION AS TO USER
6. POSITIVE COVENANT

IT IS INTENDED TO DEDICATE THE EXTENSION OF PENNPARC DRIVE AND SWIFT CRESCENT TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE ORLANDO CLOSE TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE THE PATHWAY 6 WIDE TO THE PUBLIC.

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
301	13	CARNIVAL	CLOSE	WINDELLA
302	17	CARNIVAL	CLOSE	WINDELLA
303	22	CARNIVAL	CLOSE	WINDELLA
304	18	CARNIVAL	CLOSE	WINDELLA
305	14	CARNIVAL	CLOSE	WINDELLA
306	29	PENNPARC	DRIVE	WINDELLA
307	33	PENNPARC	DRIVE	WINDELLA
308	37	PENNPARC	DRIVE	WINDELLA
309	41	PENNPARC	DRIVE	WINDELLA
310	5	ORLANDO	CLOSE	WINDELLA
311	9	ORLANDO	CLOSE	WINDELLA
312	13	ORLANDO	CLOSE	WINDELLA
313	17	ORLANDO	CLOSE	WINDELLA
314	21	ORLANDO	CLOSE	WINDELLA
315	25	ORLANDO	CLOSE	WINDELLA
316	29	ORLANDO	CLOSE	WINDELLA
317	14	ORLANDO	CLOSE	WINDELLA
318	10	ORLANDO	CLOSE	WINDELLA
319	6	ORLANDO	CLOSE	WINDELLA
320	45	PENNPARC	DRIVE	WINDELLA
321	49	PENNPARC	DRIVE	WINDELLA
322	53	PENNPARC	DRIVE	WINDELLA
323	42	PENNPARC	DRIVE	WINDELLA
324	38	PENNPARC	DRIVE	WINDELLA
325	34	PENNPARC	DRIVE	WINDELLA
326	30	PENNPARC	DRIVE	WINDELLA
327	26	SWIFT	CRESCENT	WINDELLA
328	22	SWIFT	CRESCENT	WINDELLA
329	18	SWIFT	CRESCENT	WINDELLA
330	14	SWIFT	CRESCENT	WINDELLA
331	10	SWIFT	CRESCENT	WINDELLA
332	26	PENNPARC	DRIVE	WINDELLA
333	18	PENNPARC	DRIVE	WINDELLA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13030

PLAN FORM6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of ~~3~~⁴ sheet(s)

Office Use Only

Office Use Only

Registered



1.5.2014

PLAN OF SUBDIVISION OF LOTS 217 & 218
IN D.P.1178574

DP1195506

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

Subdivision Certificate number :052619.....

Date of Endorsement :26.3.14.....

Signed Sealed and Delivered
for and on behalf of Hunter
Water Corporation by
Peter James Kembrey
its duly constituted Attorney
pursuant to Power of Attorney
registered
Book 4659 No. 482


.....
Attorney Signature

.....
Witness Signature

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13030

PLAN FORM6A (2012)

WARNING : Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet ⁴ 3 of 4 sheet(s)

Office Use Only
Registered  1.5.2014

Office Use Only
DP1195506

**PLAN OF SUBDIVISION OF LOTS 217 & 218
IN D.P.1178574**

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

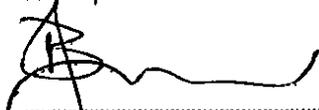
Subdivision Certificate number : 052619
Date of Endorsement : 26.3.14

EXECUTED by WINDELLA RIDGE)
PTY LIMITED (A.C.N. 137 267 791))
in accordance with Section 127 of)
the Corporations Act)


.....
Director
HILTON ROSS GRUGEON

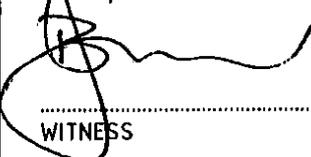

.....
Director / Secretary
BRADLEY STEWART EVERETT

Signed by the said)
LYNDON JOHN McLEOD)
in the presence of:)


.....
WITNESS


.....
LYNDON JOHN McCLEOD

Signed by the said)
JUDITH MARY McLEOD)
in the presence of:)


.....
WITNESS


.....
JUDITH MARY McCLEOD

EXECUTED ON BEHALF OF NATIONAL AUSTRALIA BANK LIMITED

Mortgagee under Mortgage No. AC261345
AF69914
Signed at Sydney this 7 April day of
2014 for National
Australia Bank Limited ABN 12 004 044 937
by Anthony Amas
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


.....
Level 2 Attorney


.....
Witness Bank Officer ANGELENA DANC,

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13030

ePlan

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

LENGTHS ARE IN METRES

(Sheet 1 of 9 Sheets)

Plan: **DP1195506**

Plan of Subdivision of Lots 217 and 218 in DP1178574 covered by Subdivision Certificate No: **052619**
 Dated: 26.3.2014

Full name and address of Proprietors of Land

Windella Ridge Pty Limited
(A.C.N. 137 267 791)
 of 1 Hartley Drive,
 Thornton. 2322.

Lyndon John McLeod and
Judith Mary McLeod
 of 766 New England Highway,
 Lochinvar. 2321.

Full Name and Address of Mortgagee of Land:

National Australia Bank Limited
Business Banking Centre
 of Level 1, 101 Hannell Street,
 Wickham. 2293.

PART 1 (CREATION)

Number of items shown in the intention panel on the plan	Identity of easement, profit à pendre, 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, 3, 5 and variable width (noted "AA" on the plan)	Lot 320 Lot 313 Lot 310 Lot 308 Lot 307 Lot 315 Lot 314 Lot 313 Lot 311	Lot 321 Maitland City Council & 312 Lot 309 Lots 309 & 310 Lots 306, 308, 309, 310 & Maitland City Council Lot 316 Lots 315 & 316 Lots 314, 315, 316 & Maitland City Council Lots 313, 314, 315, 316 & Maitland City Council

ePlan

**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 9 Sheets)

Plan: **DP1195506**

Plan of Subdivision of Lots 217 and
218 in DP1178574 covered by
Subdivision Certificate No: **052619**

		Lot 305	Lots 311, 313, 314, 315, 316 & Maitland City Council
		Lot 304	Lots 305, 311, 313, 314, 315, 316 & Maitland City Council
		Lot 303	Lots 304, 305, 311, 313, 314, 315, 316 & Maitland City Council
		Lot 316	Maitland City Council
2	Restriction as to User	Lots 301 to 333 inclusive	Maitland City Council
3	Restriction as to User	Lots 301 to 333 inclusive	Each other Lot
4	Restriction as to User	Lots 301 to 333 inclusive	Maitland City Council
5	Restriction as to User	Lots 330 & 331	Maitland City Council
6	Positive Covenant	Lots 324 to 328 inclusive	Hunter Water Corporation

PART 2

1. Terms of restriction as to user secondly referred to in the above mentioned plan

- 1.1 No building or buildings intended for occupation for residential purposes shall be constructed or permitted to remain on a lot burdened unless constructed in accordance with Australian Standard AS2107-2000 "Acoustics – recommended design sound levels and reverberation times for building interiors" and Australian Standard AS3671-1989 "Acoustics – road traffic noise intrusion – building site and construction".
- 1.2 The proprietor of a lot burdened acknowledges that compliance with the Australian Standards may require the proprietor of the lot burdened to:-
- (a) locate dwelling as far as possible from the noise source;
 - (b) minimise the size and number of windows facing the noise source;
 - (c) locate noise insensitive areas (such as kitchen, storage, laundry) towards the noise source;

ePlan

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

LENGTHS ARE IN METRES

(Sheet 3 of 9 Sheets)

Plan: **DP1195506**

Plan of Subdivision of Lots 217 and
218 in DP1178574 covered by
Subdivision Certificate No: **052619**

- (d) use construction techniques to minimise noise intrusion including but not limited to:-
 - i) sealing gaps around windows, doors, ceiling spaces and the like;
 - ii) using thick glass (or double glazing) where required;
 - iii) using solid core doors with appropriate door seals where required.

1.3 The person having the power to release, vary or modify this restriction is the Maitland City Council.

2. Terms of restrictions as to user thirdly referred to in the above mentioned 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 220 m² exclusive of car accommodation, external landings and patios.
- 2.2 No dwelling house may be erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass or concrete treated with painted texture render, provided however feature panelling including fibre some panelling and / or timber may be used on buildings being a dwelling or car accommodation in conjunction with the above materials, provided that the proportion of such panelling does not exceed 30% of the total external wall area.
- 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 colourbond sheeting.
- 2.4 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.

Setbacks

- 2.5 No dwelling house may be erected:-
 - (a) Closer to any adjoining public road than the building line as fixed by Maitland City Council except where an alternate building line is noted on the plan; or
 - (b) Within five metres of any rear or side boundary provided that this restriction shall be extended so that any greater setback distances imposed by Maitland City Council are complied with.

ePlan

**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 9 Sheets)

Plan: **DP1195506**

Plan of Subdivision of Lots 217 and
218 in DP1178574 covered by
Subdivision Certificate No: **052619**

Ancillary buildings

- 2.6 No 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; and
 - (b) It has an internal floor area of less than 80m².
- 2.7 No machinery shed, hay shed or other farm type outbuilding including stables or accommodation to be used for the purpose of horses shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanised iron or similar material provided that new colourbond metal sheeting may be used in the external walls of a farm building where such colourbond metal sheeting has a low reflective index and is of earth tone colours.

Fencing

- 2.8 No fence shall be erected or permitted to remain on the boundary of a lot burdened unless it is of a visually open character typical of the rural location and should comprise rural post and rail or post and wire construction.
- 2.9 No fence may be constructed within a lot burdened to divide it from the residue or another part of the lot burdened unless such fencing comprises rural post and rail, rural post and wire or rural fencing incorporating open wire meshing provided however that fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not generally comprise sheet material (such as colourbond, fibro cement or paling fences). This covenant does not preclude safety fencing associated with swimming pools.
- 2.10 No fence shall be erected on a lot burdened unless it is erected without expense to Windella Ridge Pty Limited, its successors and permitted assigns other than Purchasers on sale.

Prohibited activities

- 2.11 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried on on any lot burdened.
- 2.12 No boarding kennels or animal boarding facilities shall be constructed or permitted to remain on any lot burdened.
- 2.13 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.

ePlan

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

LENGTHS ARE IN METRES

(Sheet 5 of 9 Sheets)

Plan: **DP1195506**

Plan of Subdivision of Lots 217 and
218 in DP1178574 covered by
Subdivision Certificate No: **052619**

- 2.14 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.
- 2.15 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 4 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.
- 2.16 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.
- 2.17 No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.

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 the restriction on the use of land numbered 3 is Windella Ridge Pty Limited and if Windella Ridge 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 easement or restriction fourthly referred to in the abovementioned plan

- 3.1 No fence constructed or utilised as a boundary fence shall be erected or permitted to remain on a lot burdened unless it is of a rural type fencing. For the purpose of this clause a rural type fencing is a fencing of a visually open character consisting predominantly of post and timber rails, or post and wire construction.

The person having the right to release, vary or modify this restriction is the Maitland City Council.

4. Terms of easement or restriction fifthly referred to in the abovementioned plan

- 4.1 No lot burdened shall be used or occupied for the purpose of a dwelling house unless the household effluent is treated by an individual aerated waste water treatment system or other system providing treated water suitable for re-use on the site approved by the consent authority (currently Maitland City Council). A conventional septic type system shall not be installed on any lot burdened.
- 4.2 No part of the lands which have not been designated, prepared and maintained as a waste water treatment disposal area in accordance with the prevailing Australian Standard (current AS1574-2000) shall be used for the disposal of waste water without the consent in writing of the Maitland City Council.

ePlan

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

LENGTHS ARE IN METRES

(Sheet 6 of 9 Sheets)

Plan: **DP1195506**

Plan of Subdivision of Lots 217 and
218 in DP1178574 covered by
Subdivision Certificate No: **052619**

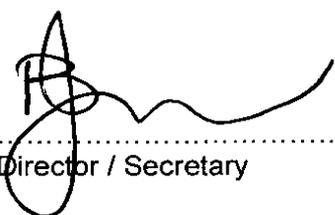
The person having the right to release, vary or modify this restriction is Maitland City Council.

5. Terms of positive covenant sixthly referred to in the abovementioned plan

The burdened owner acknowledges that Hunter Water Corporation complies with its Operating Licence in regard to the requirements for domestic water supply but does not guarantee that it can provide sufficient flow for fire fighting purposes as required by its Design Guidelines. The burdened owner is to make their own enquiries and investigations with the relevant Authorities in relation to fire fighting requirements.

EXECUTED by WINDELLA RIDGE)
PTY LIMITED (A.C.N. 137 267 791))
in accordance with Section 127 of)
the Corporations Act)

.....
Director 

.....
Director / Secretary 

ePlan

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

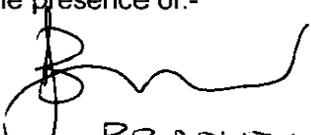
LENGTHS ARE IN METRES

(Sheet 7 of 9 Sheets)

Plan: **DP1195506**

Plan of Subdivision of Lots 217 and 218 in DP1178574 covered by Subdivision Certificate No: **052619**
Dated: 26.3.2014

SIGNED by the said
LYNDON JOHN McLEOD
in the presence of:-



Lyndon John McLeod

WITNESS **BRADLEY STEWART**
EVERETT

102 FORESTHILL DRIVE
OAKHAMPTON HEIGHTS

SIGNED by the said
JUDITH MARY McLEOD
in the presence of:-



Judith Mary McLeod

WITNESS
BRADLEY STEWART EVERETT

102 FORESTHILL DRIVE
OAKHAMPTON HEIGHTS

EXECUTED ON BEHALF OF NATIONAL AUSTRALIA BANK LIMITED

Mortgagee under Mortgage No. **AC261345**
AF69914
Signed at **Sydney** this **7th** day of
April 2014 for National
Australia Bank Limited ABN 12 004 044 037
by **Anthony Amal**
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


.....
Level 2 Attorney

Witness/Bank Officer **ANGELENA DANG**

ePlan

**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 9 Sheets)

Plan: **DP1195506**

Plan of Subdivision of Lots 217 and
218 in DP1178574 covered by
Subdivision Certificate No: **052619**

EXECUTED ON BEHALF OF MAITLAND CITY COUNCIL



ePlan

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

LENGTHS ARE IN METRES

(Sheet 9 of 9 Sheets)

Plan: **DP1195506**

Plan of Subdivision of Lots 217 and
218 in DP1178574 covered by
Subdivision Certificate No: **052619**

EXECUTED ON BEHALF OF HUNTER WATER CORPORATION

signed Sealed and Delivered
in and on behalf of Hunter
Water Corporation by
Peter James Kembrey
a duly constituted Attorney
in and pursuant to Power of Attorney
Registered
Book 4659 No. 482


.....
Attorney Signature

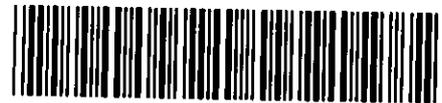
.....
Witness Signature

REGISTERED  1.5.2014

Form: 11R
Release: 4-1

REQUEST

New South Wales
Real Property Act 1900



AJ276476C

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of 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**

314/1195506, 317/1195506, 327/1195506, 330/1195506, 331/1195506, 332/1195506
--

(C) **REGISTERED DEALING**

Number DP1195506	Torrens Title
---------------------	---------------

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
28A	LLPN: SAI GLOBAL Property 124247U DX 885 SYDNEY 02 9210 0700 Reference: 45300304 - Hunter land	R

(E) **APPLICANT**

Windella Ridge Pty Ltd ACN 137 267 791
--

(F) **NATURE OF REQUEST**

Replace clause 2.2 of the 88B for DP 1195506 with clause 2.2 as set out below

(G) **TEXT OF REQUEST**

2.2 TERMS OF RESTRICTION ON USE NUMBERED & IN THE PLAN
 (a) No single level building or buildings, shall be erected on any lot burdened other than with brick and/or brick veneer, and or granosited Harditex, and /or glass, and/or treated metal and/or granosite provided that the proportion of brick, and/or brick veneer, and/or granosite Harditex shall not be less than 65% of the total area of the external walls(excluding window and/or door areas. No double level building or buildings, shall be erected on any lot burdened other than with with external walls of brick, and/or brick veneer, and/or granosited Harditex, and or treated metal and/or granosite which shall not be less than 50% of the total area of external-wall (excluding window and door areas).

DATE 12th February 2015.

RECEIVED
- 6 MAR 2015
TIME: 4:08

(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: Windella Ridge Pty Limited ACN 137 267 791
 Authority: Director

Signature of authorised person: *[Signature]* Signature of authorised person: *[Signature]*

Name of authorised person: *BRADLEY SPENCER JAMES* Name of authorised person:
 Office held: *Sole DIRECTOR/Secretary* 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: _____

Certificate No.: PC/2025/3375

Certificate Date: 23/09/2025

Fee Paid:

Receipt No.:

Your Reference:

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Infotrack Pty Ltd ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	14 Orlando Close WINDELLA NSW 2320
PARCEL NUMBER:	52882
LEGAL DESCRIPTION:	Lot 317 DP 1195506

IMPORTANT: Please read this Certificate carefully.

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

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

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

SECTION 10.7(2)

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

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

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

State Environmental Planning Policies

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

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

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

Local Environmental Plan (LEP)

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Draft Environmental Planning Instruments and Draft Development Control Plans

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

Planning Proposal for a Local Environmental Plan

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

Detailed information on draft environmental planning instruments is available at the NSW Department of Planning and Environment Current LEP Proposals website; or Maitland City Council's website.

Draft Development Control Plans

The draft Maitland Development Control Plan 2025 is, or has been, on public exhibition under the Act and is applicable to the land.

Draft State Environmental Planning Policies

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

ITEM 2 – Zoning and land use under relevant planning instruments

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

Zone and Land Use Table from Local Environmental Plan **R5 Large Lot Residential**

1 Objectives of zone

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

2 Permitted without Consent

Home occupations

3 Permitted with Consent

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

4 Prohibited

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

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

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

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

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

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

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

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

Is the land within a conservation area, however described?

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

Note: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. Contact the Department of Climate Change, Energy, the Environment and Water,

Environment and Heritage Division for further information.

ITEM 3 – Contribution plans

263 High Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

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

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

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

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

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

The land IS NOT in a special contributions area.

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

ITEM 4 – Complying Development

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) a restriction applies to the land, but it may not apply to all of the land,

- (b) and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**

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

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

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

ITEM 5 – Exempt Development

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

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

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

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

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

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

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

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

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

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

ITEM 7 - Land Reserved for Acquisition

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

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

ITEM 8 – Road widening and road realignment

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

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

Note: This item relates to Council's road proposals only. Other authorities, including Transport for NSW may have road widening proposals.

ITEM 9 – Flood related development controls

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

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

The Maitland DCP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The Maitland LEP 2011 does not provide a FPL measure. The probable maximum flood has the same meaning as the Flood Risk Management Manual.

Note in this section – **flood planning area** has the same meaning as in the Floodplain Development Manual. **Flood Risk Management Manual** means the Flood Risk Management Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023. **Probable maximum flood** has the same meaning as in Flood Risk Management Manual.

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

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

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

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

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

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

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

Note in this section –

adopted policy means a policy adopted –

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

ITEM – 11 Bush fire prone land

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

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

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

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

ITEM – 12 Loose-fill asbestos insulation

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

under that Division, a statement to that effect.

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

ITEM – 13 Mine subsidence

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

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

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

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

ITEM – 15 Property vegetation plans

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

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

ITEM – 16 Biodiversity stewardship sites

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

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

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

ITEM 17 – Biodiversity certified land

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

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

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

Biodiversity Conservation Act 2016, Part 8.

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

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

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

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

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

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

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

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

ITEM 20 – Western Sydney Aerotropolis

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

ITEM 21 – Development consent conditions for seniors housing

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

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

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

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

Whether there is a current site compatibility certificate under State

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

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

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

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

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

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

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

ITEM 23 – Water or Sewerage services

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Water and/or sewerage services are NOT, and are NOT planned to be, provided to the land under the Water Industry Competition Act 2006.

Note –

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licenses necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

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.
-
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Jeff Smith
General Manager



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

14 ORLANDO

WINDELLA NSW

APPLICATION NO.: 2660669

APPLICANT REF: M 253512

RATEABLE PREMISE NO.: 8720519208

PROPERTY ADDRESS: 14 ORLANDO CL WINDELLA 2320

LOT/SECTION/DP:SP: 317//DP 1195506



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

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

IMPORTANT:

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

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

Date: 17/09/2025

Scale at A4: 1:1,000

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

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

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	87da2bc4
Property Address:	14 ORLANDO CLOSE WINDELLA
Date of Registration:	19 September 2025
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	Inground

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance

8 December 2021

Subject: Approved Complying Development Certificate
Property: 14 Orlando Close, Windella
Application No: CDC/1298582
Description: Swimming Pool

Buildcert is pleased to advise that your application has been approved. The following documents are provided:

- Complying Development Certificate + Approved Plans and Specifications
- Notice of Inspections
- Notice of Compliance Certificates (required for Occupation Certificate)

INSPECTION BOOKINGS

Inspection bookings can be booked via email to inspect@buildcert.com.au or by phone on 1300 457 200. Bookings are to be made by 3.00 pm the day before the inspection is required. Please refer to the following Notice of Inspections for the list of critical stage inspections.

An Occupation Certificate may only be issued if:

- All work has been carried out strictly in accordance with the approved plans; and
- All of the pre-conditions of the Development Consent have been complied with; and
- All of the inspections have been completed; and
- All requested certificates and information have been submitted.

Thank you for choosing Buildcert as your Principal Certifier. Please don't hesitate to contact our office on 02 4945 7400 if you have any queries.

Yours sincerely



PAUL KOEN

On behalf of Buildcert Certification Pty Ltd - RBC8
Accreditation Body: NSW Fair Trading

Complying Development Certificate

NOTICE OF DETERMINATION

Issued in accordance with Section 4.27 & 4.28 of the Environmental Planning and Assessment Act 1979

Complying Development No:	CDC/1298582
Determination:	APPROVED
Property Address:	Lot 317 DP 1195506 14 Orlando Close, WINDELLA NSW 2320
Description of Work:	Swimming Pool
BCA Classification:	10b
BCA Version:	BCA Volume 2 2019 - Amendment 1
Land Use Zone:	R5 Large Lot Residential
Consent to Operate From:	8 December 2021
Consent Lapse Date:	8 December 2026
Council:	Maitland City Council
Complying Development Codes:	SEPP (Exempt and Complying Development Codes) 2008 - Part 3A Rural Housing Code

This development is Complying Development and (if carried out as specified in the certificate) will comply with all development standards applicable to the development and with such other requirements prescribed by the Environmental Planning and Assessment Regulation 2000.

This certificate is issued by:



PAUL KOEN
ACCREDITATION NUMBER: BDC2437

Certificate Determined on:

8 DECEMBER 2021

On behalf of Buildcert Certification Pty Ltd - RBC8
Accreditation Body: NSW Fair Trading

ATTACHMENTS

- Notice of Inspections
- Conditions of Consent

NOTICE OF INSPECTIONS

Property: 14 Orlando Close, Windella
Application No: CDC/1298582
Description: Swimming Pool

This Notice provides details of critical stage inspections which are required to be carried out during the course of construction works. The purpose of each inspection is to ensure that construction works are being carried out in accordance with the Development consent.

If any inspections are missed, an application must be lodged with the Principal Certifier (PC) to advise of the reason for an inspection being missed. The PC must be satisfied that the reason is valid and unavoidable.

Inspections are to be arranged with Buildcert by no later than 3.00 pm on the working day prior to when the inspection is required. Inspections can be booked by email to inspect@buildcert.com.au or by phoning our office on 1300 457 200. Where appropriate, certain inspections may be conducted concurrently. It is the responsibility of the Principal Contractor to ensure that all inspection bookings are made in accordance with these requirements.

Where an inspection reveals unsatisfactory or defective results, or works are not ready for inspection, a reinspection may be required, and fees may be applied for any additional inspections. Failure to book an inspection, or failure to carry out any required rectification works, may result in an Occupation Certificate being refused. It is an offence to occupy or use the development without an Occupation Certificate.

Only the PC has the authority to issue an Occupation Certificate for works authorised under this approval.

CRITICAL STAGE INSPECTIONS

• **Swimming Pool Barrier Inspection** - Your swimming pool barrier must be inspected as soon as the pool has 30 cm of water in it. Where filling of the pool precedes the permanent pool safety barrier, temporary fencing complying with AS1926.1-2012 is to be installed.

Advisory Notes -

1 - Swimming Pool Warning Notice - *While the pool is under construction, a sign containing the words "This swimming pool is not to be occupied or used" must be displayed in a prominent position in the immediate vicinity of the swimming pool. The sign is to be maintained until an Occupation Certificate or Certificate of Compliance has been issued. Note that this is a swimming pool legislative requirement and Council can issue a penalty infringement notice if this is not complied with.*

2 - Pool Brochure - *Please ensure you have read our swimming pool brochure prior to booking this inspection. Knowledge of the requirements will often ensure that your barrier passes the inspection and may prevent a subsequent re-inspection fee.*

3 - NSW Swimming Pool Registration - *All swimming pools are to be registered by the owner on the NSW Swimming Pool Register - refer to <http://www.swimmingpoolregister.nsw.gov.au>*

• **Completion Inspection** - prior to issue of an Occupation Certificate

CONDITIONS OF CONSENT

Property: 14 Orlando Close, Windella
Application No: CDC/1298582
Description: Swimming Pool

Complying Development Conditions

The following conditions of approval are applicable to the proposed works and prescribed within both the:

- Environmental Planning and Assessment Regulations 2000, Part 7, Division 2A – Conditions of Complying Development Certificate; and
- SEPP (Exempt & Complying Development Codes) 2008 Schedule 6 Conditions applying to Complying Development Certificates under the Housing Code, Inland Code & the Rural Housing Code. These conditions also apply to Complying Development Certificates issued under the SEPP (Affordable Rental Housing) 2009 - Secondary Dwellings & Group Dwellings.

Division 2A Conditions of complying development certificate

136A Compliance with Building Code of Australia and insurance requirements under the Home Building Act 1989 - (clauses 78 and 78A of EP&A Regulation 1994)

- (1) A complying development certificate for development that involves any building work is subject to the following conditions:
- (a) that the work must be carried out in accordance with the requirements of the *Building Code of Australia*,
 - (b) in the case of residential building work for which the *Home Building Act 1989* requires there to be a contract of insurance in force in accordance with Part 6 of that Act, that such a contract of insurance must be entered into and be in force before any building work authorised to be carried out by the certificate commences.

Note: A reference to the *Building Code of Australia* is a reference to that Code as in force on the date the application for the relevant complying development certificate is made.

136AB Notice to neighbours

(1) A complying development certificate for development on land that is in a category 1 local government area and that is not in a residential release area and that involves—

- (a) a new building, or
- (b) an addition to an existing building, or
- (c) the demolition of a building,

must be issued subject to a condition that the person having the benefit of the complying development certificate must give at least 7 days' notice in writing of the person's intention to commence the work authorised by the certificate to the occupier of each dwelling that is located on a lot that has a boundary within 20 metres of the boundary of the lot on which the work is to be carried out.

(2) A complying development certificate for development on land that is in a category 2 local government area or a residential release area and that involves—

- (a) a new building, or
- (b) an addition to an existing building, or
- (c) the demolition of a building,

must be issued subject to a condition that the person having the benefit of the complying development certificate must give at least 2 days' notice in writing of the person's intention to commence the work authorised by the certificate to the occupier of each dwelling that is located on a lot that has a boundary within 20 metres of the boundary of the lot on which the work is to be carried out.

(3) In this clause—

category 1 local government area means any of the local government areas of Ashfield, City of Auburn, City of Bankstown, City of Blacktown, City of Blue Mountains, City of Botany Bay, Burwood, Camden, City of Campbelltown, Canada Bay, City of Canterbury, City of Fairfield, City of Hawkesbury, City of Holroyd, Hornsby, Hunter's Hill, City of Hurstville, City of Kogarah, Ku-ring-gai, Lane Cove, Leichhardt, City of Liverpool, Manly, Marrickville, Mosman, North Sydney, City of Parramatta, City of Penrith, Pittwater, City of Randwick, City of Rockdale, City of Ryde, Strathfield, Sutherland Shire, City of Sydney, The Hills Shire, Warringah, Waverley, City of Willoughby, Wingecarribee, Wollondilly or Woollahra.

category 2 local government area means any local government area that is not a category 1 local government area.

residential release area means any land within—

- (a) an urban release area identified within a local environmental plan that adopts the applicable mandatory provisions of the Standard Instrument, or
- (b) a land release area identified under the [Eurobodalla Local Environmental Plan 2012](#), or
- (c) any land subject to [State Environmental Planning Policy \(Sydney Region Growth Centres\) 2006](#), or
- (d) any area included in Parts 6, 26, 27, 28 and 29 of Schedule 3 to [State Environmental Planning Policy \(Major Development\) 2005](#).

136B Erection of signs

(1) A sign must be erected in a prominent position on any site on which building work, subdivision work or demolition work is being carried out:

- (a) showing the name, address and telephone number of the principal certifying authority for the work, and
- (b) showing the name of the principal contractor (if any) for any building work and a telephone number on which that person may be contacted outside working hours, and
- (c) stating that unauthorised entry to the site is prohibited.

Any such sign is to be maintained while the building work, subdivision work or demolition work is being carried out, but must be removed when the work has been completed.

Note: Principal certifying authorities and principal contractors must also ensure that signs required by this clause are erected and maintained (see clause 227A which currently imposes a maximum penalty of \$1,100).

136C Notification of Home Building Act 1989 requirements

(1) Residential building work within the meaning of the *Home Building Act 1989* must not be carried out unless the principal certifying authority for the development to which the work relates (not being the council) has given the council written notice of the following information:

(a) in the case of work for which a principal contractor is required to be appointed:

(i) the name and licence number of the principal contractor, and
(ii) the name of the insurer by which the work is insured under Part 6 of that Act,

(b) in the case of work to be done by an owner-builder:

(i) the name of the owner-builder, and
(ii) if the owner-builder is required to hold an owner-builder permit under that Act, the number of the owner-builder permit.

(2) If arrangements for doing the residential building work are changed while the work is in progress so that the information notified under subclause (2) becomes out of date, further work must not be carried out unless the principal certifying authority for the development to which the work relates (not being the council) has given the council written notice of the updated information.

136D Fulfilment of BASIX commitments

(1) This clause applies to the following development:

(a) BASIX affected development,

(b) any BASIX optional development in relation to which a person has made an application for a complying development certificate that has been accompanied by a BASIX certificate or BASIX certificates (despite there being no obligation under clause 4A of Schedule 1 for it to be so accompanied).

(2) A complying development certificate for development to which this clause applies must comply with the commitments listed in each relevant BASIX certificate for the development prior to the issue of any Occupation Certificate

136E Development involving bonded asbestos material and friable asbestos material

(1) A complying development certificate for development that involves building work or demolition work must comply with the following conditions:

(a) work involving bonded asbestos removal work (of an area of more than 10 square metres) or friable asbestos removal work must be undertaken by a person who carries on a business of such removal work in accordance with a licence under clause 458 of the *Work Health and Safety Regulation 2011*,

(b) the person having the benefit of the complying development certificate must provide the principal certifying authority with a copy of a signed contract with such a person before any development pursuant to the complying development certificate commences,

(c) any such contract must indicate whether any bonded asbestos material or friable asbestos material will be removed, and if so, must specify the landfill site (that may lawfully receive asbestos) to which the bonded asbestos material or friable asbestos material is to be delivered,

(d) if the contract indicates that bonded asbestos material or friable asbestos material will be removed to a specified landfill site, the person having the benefit of the complying development certificate must give the principal certifying authority a copy of a receipt from the operator of the landfill site stating that all the asbestos material referred to in the contract has been received by the operator.

(2) In this clause, ***bonded asbestos material***, ***bonded asbestos removal work***, ***friable asbestos material*** and ***friable asbestos removal work*** have the same meanings as in clause 317 of the *Occupational Health and Safety Regulation 2001*.

Note 1. Under clause 317 removal work refers to work in which the bonded asbestos material or friable asbestos material is removed, repaired or disturbed.

Note 2. The effect of subclause (1) (a) is that the development will be a workplace to which the *Occupational Health and Safety Regulation 2001* applies while removal work involving bonded asbestos material or friable asbestos material is being undertaken.

Note 3. Information on the removal and disposal of asbestos to landfill sites licensed to accept this waste is available from the Office of Environment and Heritage.

Note 4. Demolition undertaken in relation to complying development under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* must be carried out in accordance with Australian Standard AS 2601—2001, *Demolition of structures*.

136H Condition relating to shoring and adequacy of adjoining property

(1) A complying development certificate for development that involves an excavation that extends below the level of the base of the footings of a building, structure or work (including any structure or work within a road or rail corridor) on adjoining land, the person having the benefit of the certificate must at the person's own expense:

- (a) protect and support the building, structure or work from possible damage from the excavation, and
 - (b) where necessary, underpin the building, structure or work to prevent any such damage.
- (2) The condition referred to in subclause (1) does not apply if the person having the benefit of the complying development certificate owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying.

Schedule 6 Conditions applying to Complying Development Certificates

Note 1. Complying development under the Housing Code, Rural Housing Code, Affordable Rental Housing Code – Secondary Dwellings & Group Homes must comply with the requirements of the Act, the Environmental Planning and Assessment Regulation 2000 and the conditions listed in this Schedule.

Note 2. Division 2A of Part 7 of the Environmental Planning and Assessment Regulation 2000 specifies conditions to which certain complying development certificates are subject.

Note 3. In addition to the requirements specified for development under this Policy, adjoining owners' property rights, applicable common law and other legislative requirements for approvals, licences, permits and authorities still apply.

Note 4. If the development is in the proximity of infrastructure (including water, stormwater or sewer mains, electricity power lines and telecommunications facilities), the relevant infrastructure authority should be contacted before commencing the development.

Note 5. Under section 86A of the Environmental Planning and Assessment Act 1979, a complying development certificate lapses 5 years after the date endorsed on the certificate, unless the development has physically commenced on the land during that period.

Part 1 Conditions applying before works commence

1 Protection of adjoining areas

A temporary hoarding or temporary construction site fence must be erected between the work site and adjoining lands before the works begin and must be kept in place until after the completion of the works if the works:

- (a) could cause a danger, obstruction or inconvenience to pedestrian or vehicular traffic, or
- (b) could cause damage to adjoining lands by falling objects, or
- (c) involve the enclosure of a public place or part of a public place.

Note. Clauses 2.67 and 2.68 of this Policy specify which scaffolding, hoardings and temporary construction site fences are exempt development and state the applicable standards for that development.

2 Toilet facilities

(1) Toilet facilities must be available or provided at the work site before works begin and must be maintained until the works are completed at a ratio of one toilet plus one additional toilet for every 20 persons employed at the site.

(2) Each toilet must:

- (a) be a standard flushing toilet connected to a public sewer, or
- (b) have an on-site effluent disposal system approved under the Local Government Act 1993, or
- (c) be a temporary chemical closet approved under the Local Government Act 1993.

3 Garbage receptacle

- (1) A garbage receptacle must be provided at the work site before works begin and must be maintained until the works are completed.
- (2) The garbage receptacle must have a tight fitting lid and be suitable for the reception of food scraps and papers.

4 Adjoining wall dilapidation report

- (1) If a wall on a lot is to be built to a boundary and there is a wall (the **adjoining wall**) on the lot adjoining that boundary that is less than 0.9m from that boundary, the person having the benefit of the complying development certificate must obtain a dilapidation report on the adjoining wall.
- (2) If the person preparing the report is denied access to the adjoining lot for the purpose of inspecting the adjoining wall, the report may be prepared from an external inspection of the adjoining wall.

5 Run-off and erosion controls

Run-off and erosion controls must be implemented to prevent soil erosion, water pollution or the discharge of loose sediment on the surrounding land by:

- (a) diverting uncontaminated run-off around cleared or disturbed areas, and
- (b) erecting a silt fence and providing any other necessary sediment control measures that will prevent debris escaping into drainage systems, waterways or adjoining properties, and
- (c) preventing the tracking of sediment by vehicles onto roads, and
- (d) stockpiling top soil, excavated materials, construction and landscaping supplies and debris within the lot.

6 Tree protection measures

- (1) This clause applies to each protected tree and any other tree that is to be retained on a lot.
- (2) The trunk of each of the following trees must be provided with a tree guard that is comprised of hardwood timber panels each having a minimum length of 2m, minimum width of 75mm and minimum thickness of 25mm and secured, but not permanently fixed or nailed, to the tree and spaced a maximum of 80mm apart:
 - (a) each tree that is within 6m of a dwelling house or any ancillary development that is to be constructed, and
 - (b) each protected tree that is within 10m of a dwelling house or any ancillary development that is to be constructed.
- (3) Each protected tree that is within 6m of a dwelling house, outbuilding or swimming pool must have a fence or barrier that is erected:
 - (a) around its tree protection zone as defined by section 3.2 of AS 4970—2009, *Protection of trees on development sites*, and
 - (b) in accordance with section 4 of that standard.
- (4) The person having the benefit of the complying development certificate must ensure that:
 - (a) the activities listed in section 4.2 of that standard do not occur within the tree protection zone of any tree on the lot or any tree on an adjoining lot, and
 - (b) any temporary access to, or location of scaffolding within the tree protection zone of a protected tree or any other tree to be retained on the lot during the construction, is undertaken using the protection measures specified in sections 4.5.3 and 4.5.6 of that standard.
- (5) The tree protection measures specified in this clause must:
 - (a) be in place before work commences on the lot, and
 - (b) be maintained in good condition during the construction period, and
 - (c) remain in place for the duration of the construction works.

Note. A separate permit or development consent may be required if the branches or roots of a protected tree on the lot or on an adjoining lot are required to be pruned or removed.

Part 2 Conditions applying during the works

Note. The *Protection of the Environment Operations Act 1997* and the *Protection of the Environment Operations (Noise Control) Regulation 2008* contain provisions relating to noise.

7 Hours for construction

Construction may only be carried out between 7.00 am and 5.00 pm on Monday to Saturday and no construction is to be carried out at any time on a Sunday or a public holiday.

8 Compliance with plans

Works must be carried out in accordance with the plans and specifications to which the complying development certificate relates.

9 Maintenance of site

- (1) All materials and equipment must be stored wholly within the work site unless an approval to store them elsewhere is held.
- (2) Waste materials (including excavation, demolition and construction waste materials) must be managed on the site and then disposed of at a waste management facility.
- (3) Any run-off and erosion control measures required must be maintained within their operating capacity until the completion of the works to prevent debris escaping from the site into drainage systems, waterways, adjoining properties and roads.
- (4) During construction:
 - (a) all vehicles entering or leaving the site must have their loads covered, and
 - (b) all vehicles, before leaving the site, must be cleaned of dirt, sand and other materials, to avoid tracking these materials onto public roads.
- (5) At the completion of the works, the work site must be left clear of waste and debris.

10 Earthworks, retaining walls and structural support

- (1) Any earthworks (including any structural support or other related structure for the purposes of the development):
 - (a) must not cause a danger to life or property or damage to any adjoining building or structure on the lot or to any building or structure on any adjoining lot, and
 - (b) must not redirect the flow of any surface or ground water or cause sediment to be transported onto an adjoining property, and
 - (c) that is fill brought to the site—must contain only virgin excavated natural material (VENM) as defined in Part 3 of Schedule 1 to the *Protection of the Environment Operations Act 1997*, and
 - (d) that is excavated soil to be removed from the site—must be disposed of in accordance with any requirements under the *Protection of the Environment Operations (Waste) Regulation 2005*.
- (2) Any excavation must be carried out in accordance with *Excavation Work: Code of Practice* (ISBN 978-0-642-785442), published in July 2012 by Safe Work Australia.

11 Drainage connections

- (1) If the work is the erection of, or an alteration or addition to, a dwelling house/secondary dwelling or group home, the roof stormwater drainage system must be installed and connected to the drainage system before the roof is installed.
- (2) Any approval that is required for connection to the drainage system under the *Local Government Act 1993* must be held before the connection is carried out.

11A Swimming pool safety

If the work involves the construction of a swimming pool, a child-resistant barrier that complies with the requirements of the Building Code of Australia and AS 1926.1—2012, Swimming pool safety—Part 1: Safety barriers for swimming pools must be erected around that work during the construction.

12 Archaeology discovered during excavation

If any object having interest due to its age or association with the past is uncovered during the course of the work:

- (a) all work must stop immediately in that area, and
- (b) the Office of Environment and Heritage must be advised of the discovery.

Note. Depending on the significance of the object uncovered, an archaeological assessment and excavation permit under the *Heritage Act 1997* may be required before further the work can continue.

13 Aboriginal objects discovered during excavation

If an Aboriginal object (including evidence of habitation or remains) is discovered during the course of the work:

- (a) all excavation or disturbance of the area must stop immediately, and
- (b) the person making the discovery must advise the Chief Executive (within the meaning of the National Parks and Wildlife Act 1974) of the discovery in accordance with section 89A of that Act.

Note. If an Aboriginal object is discovered, an Aboriginal heritage impact permit may be required under the National Parks and Wildlife Act 1974.

Part 3 Conditions applying before the issue of an occupation certificate

14 Vehicular access

If the work involves the construction of a vehicular access point, the access point must be completed before the occupation certificate for the work on the site is obtained.

15 Utility services

If the work requires alteration to, or the relocation of, utility services on, or adjacent to, the lot on which the work is carried out, the work is not complete until all such works are carried out.



NOTICE OF COMPLIANCE CERTIFICATES

Property: 14 Orlando Close, Windella
Application No: CDC/1298582
Description: Swimming Pool

The following Compliance Certificates must be submitted to the Principal Certifier (PC) at the construction stages referenced below:

Spa/Swimming Pool Recirculation Certificate - The Principal Contractor shall submit certification certifying that the completed installation complies with AS1926.3 (2010) – Swimming Pool Safety “Water Recirculation Systems”.