


Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Osborn George 20A William Street RAYMOND TERRACE NSW 2324	Phone: 02 4987 3751 Emai: sales@osborngeorge.com.au Ref: Lyn Ritter
co-agent vendor		
vendor's solicitor	Turnbull Hill Lawyers 29 Smith Street CHARLESTOWN NSW 2290	Tel: 4904 8000 Ref: Caitlin Bowman Email: cbowman@turnbullhill.com.au
date for completion	42 nd day after the contract date (clause 15)	
land (address, plan details and title reference)	<u>Unit 14/6C Weakley's Drive, Thornton, New South Wales 2322</u> Registered Plan: Lot 14 Plan SP102977 Folio Identifier 14/SP102977	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Commercial Unit	
attached copies	documents in the List of Documents as marked or 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	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____ Vendor</p> <p>_____ Vendor</p>	<p>Signed by</p> <p>_____ Purchaser</p> <p>_____ Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____ of the <i>Corporations Act 2001</i> by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>_____</p>	<p>Signed by _____ In accordance with s127(1) of the <i>Corporations Act 2001</i> 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): PEXA

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) –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 of 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 checked="" type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input checked="" 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 checked="" type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input checked="" 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 (strata) <input type="checkbox"/> 57 information certificate (association) <input type="checkbox"/> 58 documents relevant to an exclusive supply network <input type="checkbox"/> 59 disclosure statement – off the plan contract <input type="checkbox"/> 60 other document relevant to off the plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 25 Insurance certificate <input type="checkbox"/> 26 Brochure of warning <input type="checkbox"/> 27 Evidence of alternative indemnity cover	<p>Other</p> <input type="checkbox"/> 61
<p>Swimming Pools Act 1992</p> <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

Hunter Strata Management
 PO Box 707
 MAITLAND NSW 2320
 Phone: 4934 2022 admin@hunterstrata.net.au

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, 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 to resolve the dispute 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:

<p>Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW</p>	<p>Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority</p>
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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. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
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. 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 Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>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> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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 20 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 Sign*, *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 whatever is reasonably necessary 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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –
- 13.3.1 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
- 13.3.2 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 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 contract or management 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 s174 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 whatever is reasonably necessary 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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
 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.

14/6C WEAKLEYS DR THORNTON NSW 2322

The following Special Conditions form part of the Contract for Sale of Land made between [REDACTED] as Vendor of the one part and //XXX// as Purchaser of the other part.

1. Notice to Perform and Complete

- 1.1 Should any event arise entitling either party to issue a Notice to Perform upon the other, then the parties agree that a period of seven (7) days from the service of such a Notice making time of the essence shall be a proper and reasonable time.
- 1.2 If either party serves on the other a Notice to Complete, the party served shall not object to the Notice on the ground that the time stipulated for completion is unreasonable if that time is not less than fourteen (14) days.
- 1.3 The party serving a Notice to Complete may:
 - (a) at any time withdraw the Notice to Complete by further notice to the party in default; and
 - (b) at its option issue a further Notice to Complete.

2. Death, Liquidation, etc.

- 2.1 Without affecting any other right of the parties, if either party:
 - (a) being an individual:
 - (i) dies; or
 - (ii) becomes incapable because of unsoundness of mind to manage the party's own affairs,either party can rescind; or
- 2.2 being a company:
 - (a) resolves to go into liquidation;
 - (b) has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;
 - (c) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Law or any similar legislation; or
 - (d) has a liquidator, provisional liquidator, administrator, receiver or receiver and a manager of it appointed,

- 2.3 such party will have failed to comply with an essential provision of this contract and either party can terminate.

3. Warranty as to Agent

- 3.1 The Purchaser warrants that he was not introduced to the property by any Real Estate Agent other than the Agent shown as the "Vendor's Agent" or "Co-Agent" on the front page of this Contract.
- 3.2 Should any other Real Estate Agent make a successful claim for commission against the Vendor based on the fact that such agent introduced the Purchaser to the property then the Purchaser will indemnify the Vendor in respect of such commission and in respect of all costs of and incidental to such claim for commission incurred by the Vendor.
- 3.3 The provisions of this Special Condition will not merge on completion of this Contract.

4. Alterations to Contract

Each party ("the warrantor") warrants to the other party that any alteration made to the counterpart Contract signed by the warrantor, either before or after such signature, has been made by or with the authority of the warrantor, and indemnifies the other party against any breach of this warranty.

5. Water Consumption

- 5.1 Clause 14.1 of this Contract is hereby varied by the addition of the following sentence after the word "liable," in the third line:

The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of such adjustment.

6. Annexing as agent for the Vendor

The Purchaser acknowledges that, if before this Contract was signed by or on behalf of the Purchaser, documents of the kind referred to in this Contract were attached to this Contract by or on behalf of the Purchaser (or the solicitor for the Purchaser) at the request of the Vendor or the solicitor for the Vendor, the person so attaching those documents or copies of documents did so as the agent of the Vendor.

7. Financial capacity of Purchaser

- 7.1 The Purchaser warrants to the Vendor that the Purchaser either:
- (a) holds a current loan approval in an amount and upon terms satisfactory to the purchaser and sufficient to enable the Purchaser to complete this Contract within the time stipulated herein, and upon the terms and conditions set out herein. The Purchaser further acknowledges that the Vendor relies upon this warranty in entering into this Contract; or

- (b) does not require finance to complete this Contract.

8. Purchaser Acknowledgment

8.1 The Purchaser acknowledges:

- (a) he has not been induced to enter into this Contract for Sale of Land by any statement made or given by the Vendor or on behalf of the Vendor;
- (b) the property is sold in its present state of repair and condition as inspected by the Purchaser;
- (c) he has relied entirely upon his own inspection of the property herein;
- (d) that he has prior to the signing of this agreement inspected the whole of the property (including any listed inclusions) hereby agreed to be sold;
- (e) The Purchaser acknowledges that he does not rely on any letter, document, correspondence, arrangement, warranty, agreement or undertaking whether oral or written other than those which are specifically contained in this Contract or are precluded pursuant to any Statute or Regulation or Rule thereunder from being excluded; and
- (f) that he will not make any objection, requisition or claim for compensation in regard to the foregoing matters or any of them.

9. Inclusions

9.1 The inclusions listed in this Contract are included in the purchase and the purchase price. The Purchaser:

- (a) acknowledges that none of the inclusions are new;
- (b) acknowledges that the Vendor has not made and does not make any representation or warranty as to the state of repair or condition of the inclusions;
- (c) shall accept the inclusions on the date on which the Purchaser is entitled to possession of the property in the state of repair and condition that the inclusions are now in, reasonable wear and tear between the date of this Contract and the date upon which the Purchaser becomes entitled to possession of the property under this Contract excepted;
- (d) The purchaser must not make any requisition or claim, delay Completion or rescind or terminate in connection with any loss of or damage to the Inclusions occurring after the date of this Contract or in relation to any claim on the grounds that any Inclusion is defective or unfit for the purpose for which it was built or installed or fails to operate properly or at all;

- (e) The Inclusions are included in the sale and the vendor need not give formal delivery of the Inclusions; and
- (f) The vendor makes no representation or warranty as to what, if any, fixtures and fittings are the property of the vendor and what, if any, fixtures and fittings are the property of the any tenant or lessee and the purchaser acknowledges having satisfied itself in this regard prior to signing this contract.

9.2 The Purchaser acknowledges that the title to the inclusions shall pass to the Purchaser on completion of this Contract and the Vendor shall not be required to give formal delivery of the inclusions to the Purchaser. The Vendor shall not be responsible for any mechanical breakdown after the making of this Contract in respect of any of the inclusions.

10. Exclusions

10.1 In this condition the following words have the meaning ascribed to them:

- (a) Exclusions means:
 - (i) any fixtures and fittings owned by any tenant or lessee, but (subject to any specific provisions in any Lease to the contrary) does not include carpets, ceiling tiles, services or plant and equipment (other than any such carpets, ceiling tiles, services or plant and equipment that are owned by any tenant or lessee) attached to or otherwise forming part of the property; and
 - (ii) any property on the Land at Completion which is not owned by the Vendor.
- (b) The Exclusions are not included in the sale.
- (c) The Purchaser must not make any objection, requisition or claim for compensation, rescind, terminate or delay Completion because at Completion items which are not included in the sale are located on the Land.

11. Liquidated Damages

11.1 Where:

- (a) the Vendor is ready, willing and able to execute the assurance of the property and complete this Contract; and
- (b) the Purchaser does not complete this Contract on the date for completion;

the Purchaser must pay to the Vendor on completion:

- (i) the sum of \$550.00 on account of the additional legal fees incurred by the Vendor because of the delay; and
- (ii) liquidated damages on the balance of the purchase price at the rate of ten per cent (10%) per annum (calculated daily) from and including the day after the

date for completion to the actual date of completion. The purchaser acknowledges that the payments required under this sub-paragraph (b) represent a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on or before the date for completion.

- 11.2 The parties agree that the payments under this special condition are made on account of damages and that the Vendor shall not be required to settle unless such amounts are paid by the Purchaser on completion.
- 11.3 The Vendor's right to the payments under this special condition shall not limit any other rights the Vendor may have against the Purchaser as a result of the Purchaser's failure to complete this Contract in accordance with the provisions of this Contract.

12. Claims for Compensation

- 12.1 Notwithstanding the provisions of Clauses 6 and 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 hereto entitling the Vendor to rescind this Contract.

13. GST

- 13.1 The parties agree that the sale price specified on the front page under this Contract is exclusive of GST.
- 13.2 The parties further agree that the vendor is liable for GST under this Contract and the sale price specified on the front page of this Contract will be increased by an amount calculated as:

$$A \times R$$

where:

A is the sale price;

R is the rate of GST

- 13.3 If the vendor is liable for GST as set out in clause 13.2 above then:
- (a) the vendors shall before completion:
- (i) supply to the purchaser information that may reasonably be required to establish its liability for GST: and
- (ii) do such things and supply such information as may reasonably be required by the purchaser to enable the purchase to claim an input tax credit under the GST law; and

- (iii) the amount of the increase in the sale price required by clause 13.2 shall be paid on completion.

13.4 This clause shall not merge on completion.

13.5 In this clause:

- (a) "GST" means the goods and services tax as provided for by the GST law;
- (b) "GST law" means the A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time and any associated legislation including without limitation delegated legislation;
- (c) "rate of GST" means 10% or such other rate of GST as is payable by the vendor under the GST law;
- (d) any expression used that is defined in the GST law has that defined meaning.

14. Requisitions on Title

14.1 The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make pursuant to Clause 5 shall be in the form of the Requisitions on Title annexed hereto.

15. Amendments to Printed Provisions

15.1 The printed provisions of this contract are amended as follows:

- (a) Clause 7.1.1 – delete "5%" and in lieu thereof insert "1%";
- (b) Clause 7.2.4 – delete "and the costs of the Purchaser";
- (c) Clause 8.1.1 – delete ", on reasonable grounds,";
- (d) Clause 8.1.2 – delete "and those grounds,";
- (e) Clauses 10.1.8 and 10.1.9 – delete "substance" and insert in lieu thereof "existence";
- (f) Clause 14.4.2 is deleted and replaced with "by adjusting the amount that was payable by the vendor for that year in respect of the property. However, if the land (or part of it) has no separate taxable value, by calculating its separate taxable value on a proportional area basis.";
- (g) Clause 23.5.2 – delete "but is disclosed in this Contract".
- (h) Clause 23.6 – delete.
- (i) Clause 25.1.1 – delete ", limited";
- (j) Clause 25.2 - delete "7" and insert in lieu thereof "21";
- (k) Clause 25.7 – delete;

- (l) Clause 28 – delete.

16. Existing Encumbrances

16.1 In respect of any encumbrance, mortgage or caveat appearing on the Register, the Purchaser shall not be entitled to have a discharge or withdrawal thereof registered prior to completion but the Vendor shall on completion hand over to the Purchaser a proper discharge of any such encumbrance or mortgage or withdrawal of caveat in a registrable form and shall allow on completion such a registration fee in respect thereof as the Land Registry Service and PEXA may prescribe, from time to time.

17. Land sold in present condition

17.1 Condition and state of repair

(a) Subject to the vendor's express obligations under this Contract, without excluding, modifying or restricting the rights of the purchaser under section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2022, the purchaser agrees that it is purchasing the property subject to:

- (i) all defects (whether or not they are apparent) and in its present state of repair and condition;
- (ii) restrictions on use and development of the Land including those that are imposed or prescribed by Law or an Authority;
- (iii) encroachments on the Land or if any boundaries of the Land are not fenced;
- (iv) any water or sewerage main or any underground or surface stormwater pipe or drain passes through, over or under the Land; and
- (v) any sewer, manhole or vent is on the Land.

(b) The purchaser:

- (i) accepts liability for, and assumes the risk of; and
- (ii) releases the vendor from,

all claims arising out of, or in connection with, the conditions or characteristics encountered on, in or under the Land or the property including any contamination.

17.2 Purchaser has made its own investigations.

The purchaser warrants to the vendor that in entering into this contract and purchasing the Land:

(a) it has not relied on any representation or warranty made by the vendor or the Vendor's agents other than as expressly stated in this contract;

- (b) it has relied entirely on its own judgement and independent investigations and enquiries including in relation to:
- (i) the zoning and planning restrictions in relation to the Land including the planning instruments in existence at the contract date;
 - (ii) the uses that may be made of the Land (including the lawfulness of the existing use) and the development prospects of the Land;
 - (iii) any financial return or income derived from the property;
 - (iv) the existence or otherwise of necessary consents, approvals, permits and licences from Authorities relating to the Land including the planning instruments in existence at the contract date;
 - (v) the viability, profitability, condition, state of repair or suitability of the Land for any use or purpose of the purchaser;
 - (vi) the presence of any contamination affecting the Land;
 - (vii) the nature and existence of any liability arising from any environmental law in connection with the Land;
 - (viii) whether the Land is affected by a proposal of an authority for the realignment, widening, resisting or altering of the level or direction of any road abutting the Land;
 - (ix) whether the Land (or any part of it) is affected by a proposal to resume or a notice of intention to resume by an authority;
 - (x) the boundaries of the Land and the services to the Land;
 - (xi) any service or proposed service to the property, being a joint service with another lot, the pipes or connections for or related to any service to the other lots passing through the property or the pipes or connections of any authority responsible for the provision and maintenance of any service passing through the property;
 - (xii) the nature, quality, condition and state of repair of the property;
 - (xiii) the existence or absence of any manufacturer or supplier warranties for any plant, equipment or other things included in the sale;
- (c) it has taken all independent advice that a prudent buyer would take; and
- (d) it is satisfied as to the rights and privileges attaching or relating to the property.

17.3 Purchaser not to Object

- (a) The purchaser must not object to any matter or thing referred to, disclosed or contained in:
 - (i) This clause;
 - (ii) any documents and other information (in written form or otherwise) relating to the property made available disclosed to the purchaser by the vendor or the Vendor's Agent prior to the contract date.; or
 - (iii) any document attached to this contract.
- (b) The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser.

18. Environmental matters

18.1 In this condition the following words have the meaning ascribed to them:

- (a) **Environmental Law** means the *Contaminated Land Management Act 1997* (NSW) and includes all Laws or applicable standards or policies of any Authority relating to or dealing with the environment, health, Contamination, or the disposal, discharge, treatment or remediation of any Contamination and all related lawful approvals.
- (b) **Contaminant** means any Substance, including without limitation asbestos, the presence of which:
 - (i) is or may be a significant risk of harm to human health or the environment; or
 - (ii) breaches any Environmental Law or other law; or
 - (iii) could result in an Authority issuing a notice in respect of the Substance.
- (c) **Contamination** means any solid, liquid or gas and any radiation, radioactivity or magnetic activity, the presence of which:
 - (i) is or may be a risk of harm to human health or the environment;
 - (ii) breaches any Environmental Law or other law; or
 - (iii) could result in an Authority issuing a notice in respect of the particular substance or activity.

18.2 No warranty

Except as expressly outlined in this Contract, the vendor makes no representation and gives no warranty that there is no Contamination in, on or under the Land.

18.3 Purchaser's inspection and acknowledgements

The purchaser acknowledges and agrees that:

- (a) it has inspected the Land and purchased it in its present condition irrespective of whether there is any Contamination in, on or under the Land;
- (b) it has relied solely upon its own enquiries in entering into this Contract and has not relied on any environmental reports which the vendor or the Vendor's Agents may have provided to the purchaser;
- (c) any environmental reports which the vendor or the Vendor's Agents may have provided to the purchaser have been provided for information purposes only without any representation or warranty being made or given as to their completeness, accuracy or reliability; and
- (d) the vendor is not required to remove or treat or otherwise deal with any Contamination which may be in, on or under the Land.

18.4 No objections or compensation

The purchaser must not object because of the presence of any Contamination in, on or under the Land.

18.5 Purchaser's release

From Completion the purchaser releases the vendor from all claims made or incurred arising directly or indirectly from, out of or by reason of any Contamination to:

- (a) the Land, emanating from the Land or from any adjacent land; and
- (b) adjacent land, emanating from the Land,

whether caused or occurring prior to or after Completion, unless caused by the vendor.

19. Conflict

If there is any conflict or inconsistency between these Special Conditions and the printed clauses of this Contract, these Special Conditions shall apply to the extent of such conflict or inconsistency.

20. Guarantee

In this clause 20:

Guarantor means _____ of _____ and _____

20.1 In consideration of the vendor entering into this contract at the request of the guarantor, the guarantor:

- (a) guarantees to the vendor:
 - (i) payment of all moneys payable by the purchaser; and

- (ii) the performance by the purchaser of all other obligations under this contract;
and
- (iii) indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.

20.2 This guarantee and indemnity is a principal obligation of the guarantor and is not collateral to any other obligation.

20.3 The liabilities of a guarantor are not affected by:

- (a) the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;
- (b) the death, bankruptcy or liquidation of the purchaser, the guarantor or any one of them;
- (c) reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the guarantor or any other person;
- (d) the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
- (e) the vendor obtaining a judgement against the purchaser, the guarantor or any other person for the payment of the moneys payable under this contract.

20.4 This guarantee and indemnity will continue notwithstanding:

- (a) the vendor has exercised any of the vendor's rights under this contract including any right of termination;
- (b) the purchaser is wound up; or
- (c) this guarantee and indemnity is for any reason unenforceable either in whole or in part.

20.5 This guarantee and indemnity:

- (a) of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the guarantor;
- (b) may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
- (c) extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this

contract including any interest, costs or charges payable to the vendor under this contract.

- 20.6 If any payment made to the vendor by or on behalf of the purchaser or the guarantor is subsequently avoided by any statutory provision or otherwise:
- (a) that payment is to be treated as not discharging the guarantor's liability for the amount of that payment; and
 - (b) the vendor and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
- 20.7 The vendor can proceed to recover the amount claimed as a debt or damages from the guarantor without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.
- 20.8 It is an essential term of this contract that the guarantor signs this contract.

21. Electronic Execution

- 21.1 The parties acknowledge and agree that this Contract may be executed by either party by way of scanned or emailed signature or by Digital Signature.
- 21.2 For the purposes of this clause, Digital Signature and Digitally Sign have the meanings given to those terms in the *Electronic Conveyancing National Law (NSW)* and may be applied using any software chosen by the signing party.
- 21.3 The parties agree that they will not make any objection or claim any right to terminate or rescind this Contract or delay the completion of this Contract by reason only that this Contract has been executed by scanned, emailed or Digital Signature.
- 21.4 If this Contract is electronically transmitted by email to either party's solicitor bearing a scanned, emailed or Digital Signature of a party, it will be taken to have the same effect as physical delivery of the document bearing that party's original signature.

STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Purchaser:

Vendor:

Property:

14/6C Weakley's Drive, Thornton, New South Wales 2322

Date:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) Please provide details of outgoings or contributions to outgoings payable and the manner in which they have been calculated (e.g. base year figures).
 - (f) All rent and outgoings or contributions to outgoings should be paid up to or beyond the date of completion.
 - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
 - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
 - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
 - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
 - (k) Are there any sub-leases? If so, copies should be provided.
 - (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994 (NSW)*?
If so:
 - (a) complete copies of the disclosure statements as required by that Act should be provided;
 - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non-disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
 - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
 - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
 - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
5. Is any part of the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*? If so, please provide details.
6. If any tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

7. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
8. On or before completion, any mortgage, caveat writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.

10. When and where may the title documents be inspected?
11. (a) In these requisitions, personal/property, secured party, security agreement, security interest and verification certificate have the same meanings as in the *Personal Property Securities Act 2009 (Cth)*.
- (b) Are the inclusions or other items of personal property included in the sale (inclusions) subject to a security interest or has the vendor entered into any security agreement in respect of the inclusions and in respect of which the vendor has received, or waived its right to receive, a verification certificate? If so, please provide full details of the property the subject of the security interest, the nature of the security agreement giving rise to the security interest and the full name, address, ACN and/or ABN of the secured party or security agreement counterparty.
- (c) If a security interest has arisen or been granted over the inclusions, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to the inclusions. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed Deed Poll of Release and Undertaking to Amend Registration in the form recommended by the Australian Bankers' Association).
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.
13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922 (NSW)*, *Access to Neighbouring Land Act 2000 (NSL49)*, Section 88K of the *Conveyancing Act 1919 (NSW)*, Section 40 of the *Land and Environment Court Act 1979 (NSW)* or are there circumstances which would give rise to a notice or application under those Acts in respect of the Property or the common property? If the answer is yes, please provide full details.

Rates and taxes

14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.
15. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax?
If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
16. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

17. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
18. Is the vendor in possession of a survey report on the Property? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
19. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993 (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations and instruments or former instruments been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 6 years:
 - i) please identify the building work carried out;
 - ii) when was the building work completed?
 - iii) please state the builder's name and licence number;
 - iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (h) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (i) does the vendor have any continuing obligations in relation to the common property affected?
20. Is the vendor aware of any proposals to:
 - (a) resume the whole or any part of the Property or the common property?

- (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
21. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
 - (b) flooding or dampness?
 - (c) functional problems with equipment such as air conditioning, roofs, lifts or inclinators, pool equipment, building management and security systems?
 - (d) asbestos, fibreglass or other material injurious to health having been used in the construction of the Property?
- If so, please provide full details.
22. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the Property or the common property?
23. Is there a swimming pool on the Property or the common property to which the *Swimming Pools Act 1992 (NSW)* applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
24. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)*?
 - (d) Are any rainwater downpipes connected to the sewer?

Affectations, notices and claims

25. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions on use other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - iii) any latent defects in them such as underground pipes or structures?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - iv) any realignment or proposed realignment of any road adjoining them?
 - v) any charge or liability including liability for remediation of the Property, or proceedings under the *Contaminated Land Management Act 1997 (NSW)* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?

- (e) If the answer to any part of Requisition 26(d) is yes, please:
 - i) provide full details;
 - ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - iii) provide full details regarding the extent of any non-compliance.

Applications, Orders etc

- 26. Are there any applications made, proposed or threatened, whether by an owner or owners of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
- 27. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
- 28. Are there any:
 - (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
- 29. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
- 30. Has any proposal been given by any person or entity to the Owners Corporation for:
 - (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

- 31. Has the initial period expired?
- 32. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
- 33. If the Property includes a utility lot, please specify the restrictions.
- 34. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
- 35. Has an appointment of a strata managing agent and/or a building manager been made? If so:
 - (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
- 36. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
- 37. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
- 38. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
- 39. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
- 40. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
- 41. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
- 42. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
- 43. Has the Owners Corporation met all of its obligations under the Act relating to:
 - (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
- 44. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?

45. Has an internal dispute resolution process been established? If so, what are its terms?
46. Has the Owners Corporation complied with its obligations to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Warranties and service contracts

48. Please provide copies of any warranty or maintenance or service contract for the Property which is assignable on completion.
49. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Requisitions and transfer

50. If not attached to the Contract and the transaction is not an excluded transaction, any clearance certificate under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
51. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
52. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
53. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

Completion

54. Please confirm that on completion you will hand to us:
 - (a) a discharge of any mortgage, a withdrawal of any caveat, removal of any priority notice and the appropriate Section 22 Notice;
 - (b) the Certificate of Title Folio Identifier;
 - (c) Transfer executed by the vendor and Section 22 Notice;
 - (d) the vendor's copies of all leases and disclosure statements;
 - (e) notices of attornment;
 - (f) all keys in the possession of the vendor;
 - (g) original of any Building Certificate, Survey Report, occupation certificate and swimming pool compliance or non-compliance certificate;
 - (h) instruction manuals and warranties for any plant belonging to the vendor;
 - (i) any third party guarantees together with appropriate assignments;
 - (j) any documents required for the purchaser to have benefit of any bonds;
 - (k) tax invoice;
 - (l) depreciation schedule;
 - (m) any documents required for the purchaser to have good title to any fixtures, fittings or personal property; and
 - (n) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).
55. The purchaser reserves the right to make further requisitions prior to completion.
56. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 14/SP102977

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/3/2026	10:27 AM	2	3/8/2021

LAND

LOT 14 IN STRATA PLAN 102977
AT THORNTON
LOCAL GOVERNMENT AREA MAITLAND

FIRST SCHEDULE

(T AR300126)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP102977
- 2 AR300127 MORTGAGE TO SECURE FUNDING PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

af1960067

PRINTED ON 19/3/2026



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP102977

SEARCH DATE	TIME	EDITION NO	DATE
2/4/2026	12:47 PM	1	31/3/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 102977
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT THORNTON
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF ALNWICK COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP102977

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 102977
ADDRESS FOR SERVICE OF DOCUMENTS:
6C WEAKLEYS DRIVE
THORNTON NSW 2322

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 2 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE MEMORANDUM S700000A
- 3 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/271267
- 4 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 5 DP883416 RESTRICTION(S) ON THE USE OF LAND
- 6 DP10111145 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 AC152323 RESTRICTION AS TO USER (S.88E(3) CONVEYANCING ACT, 1919)
- 8 DP1198838 RIGHT OF ACCESS AND EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1198838 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 10 DP1198838 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 11 DP1228940 RIGHT OF CARRIAGEWAY VARIABLE WIDTH REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1228940 RIGHT OF CARRIAGEWAY VARIABLE WIDTH REFERRED TO AND

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP102977

PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

- NUMBERED (6) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP271267 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
 - 14 DP271267 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
 - 15 DP271267 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
 - 16 DP271267 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 102977

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 496	2	- 455	3	- 455	4	- 455
5	- 455	6	- 455	7	- 455	8	- 455
9	- 455	10	- 455	11	- 455	12	- 473
13	- 455	14	- 455	15	- 455	16	- 455
17	- 455	18	- 455	19	- 455	20	- 455
21	- 455	22	- 386				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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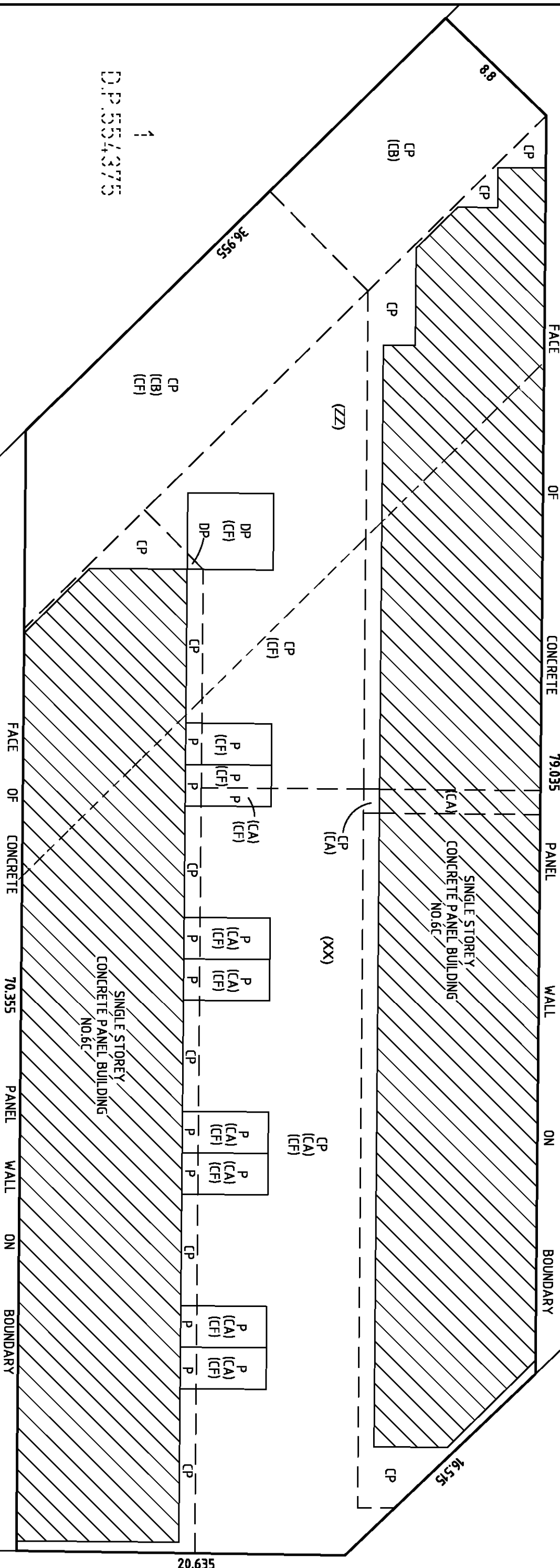
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LOCATION PLAN

S.P. 101058

6

D.P. 271267



D.P. 554375

CP - COMMON PROPERTY
 P - CARPARK (COMMON PROPERTY)
 DP - DISABLED CARPARK (COMMON PROPERTY)

D.P. 271267
 5

(CA) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE WIDTH (D.P. 271267)
 (CB) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D.P. 271267)
 (CF) EASEMENT TO DRAIN WATER VARIABLE WIDTH (D.P. 271267)

(XX) RESERVATIONS AND CONDITIONS IN THE CROWN GRANTS)
 (ZZ) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A

PLAN OF SUBDIVISION OF LOT 4, D.P. 271267

SURVEYOR
 Name: NIGEL DELFS
 Date: 15TH DECEMBER 2020
 Reference: 17452

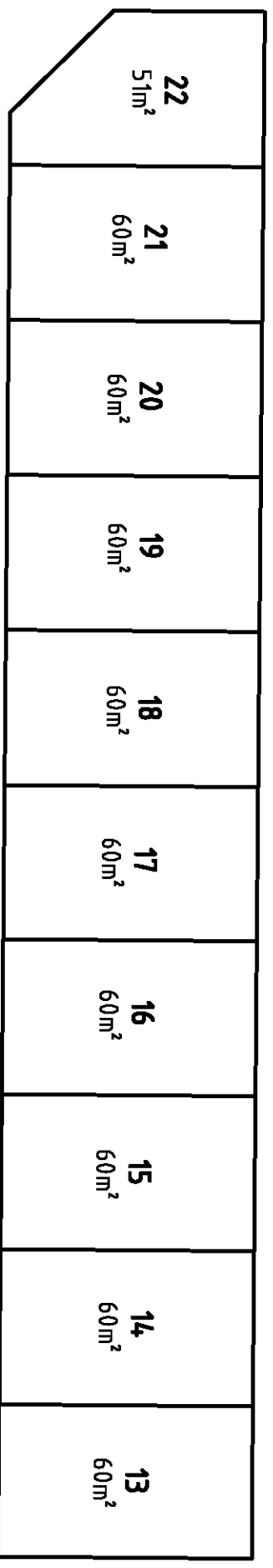
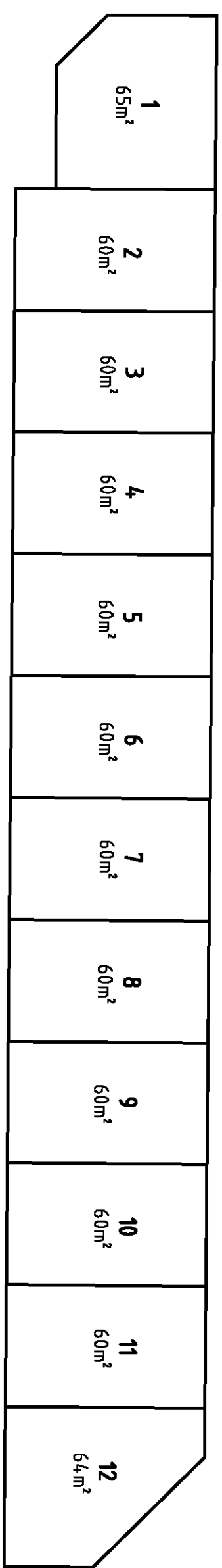
LG: MAITLAND
 Locality: THORNTON
 Reduction Ratio 1:250
 Lengths are in metres.

Registered
 31.3.2021

SP102977

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

FLOOR PLAN



ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.


ALL COMMON SERVICE LINES ARE COMMON PROPERTY.

MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE & CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES.

PLAN OF SUBDIVISION OF LOT 4, D.P. 271267

SURVEYOR
Name: NIGEL DELFS
Date: 15TH DECEMBER 2020
Reference: 77452


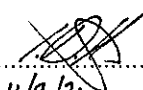
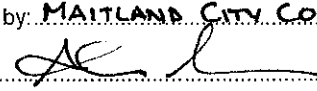
LGA: MAITLAND
Locality: THORNTON
Reduction Ratio: 1:250
 Lengths are in metres.


Registered

 31.3.2021

SP102977

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

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of ⁴ 3 sheet(s)
Office Use Only		Office Use Only
Registered:  31.3.2021	SP102977	
PLAN OF SUBDIVISION OF LOT 4 D.P.271267	LGA: MAITLAND Locality: THORNTON Parish: ALNWICK County: NORTHUMBERLAND	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents No.6C WEAKLEYS DRIVE THORNTON NSW 2322 Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.	
<p style="text-align: center;">Surveyor's Certificate</p> I, <u>NIGEL DELFS</u> of <u>Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield</u> , being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^	<p style="text-align: center;">Strata Certificate (Registered Certifier)</p> I, <u>ALAN SACCARO</u>being an Registered Certifier, accreditation number <u>BDC 0778</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015.	
Signature:  Date: <u>11/2/21</u> Surveyor ID: <u>8232</u> Surveyor's Reference: <u>17452</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement	Certificate Reference: <u>S461</u> Relevant Planning Approval No.: <u>DA/2020/864</u> issued by: <u>MAITLAND CITY COUNCIL</u> Signature:  Date: <u>01.03.21</u> ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable.		

Office Use Only	Office Use Only
Registered:  31.3.2021	SP102977

Valuer's Certificate


I, STEWART BRAY of PRESTON ROWE PATERSON being a qualified valuer, as defined in the Strata Schemes Development Act 2015 by virtue of having membership with:

Professional Body: AUSTRALIAN PROPERTY INSTITUTE

Class of membership: CERTIFIED PRACTISING VALUER

Membership number: 101496

certify that the unit entitlements shown in the revised schedule herewith were apportioned on 18/1/2021 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature:  Date 9/2/2021


* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT	UNIT ENTITLEMENT
1	496
2	455
3	455
4	455
5	455
6	455
7	455
8	455
9	455
10	455
11	455
12	473
13	455
14	455
15	455
16	455
17	455
18	455
19	455
20	455
21	455
22	386
AGGREGATE	10,000

SP FORM 3.08	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
Office Use Only Registered:  31.3.2021	SP102977	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
 - Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*.

EXECUTED by TEAKMILL)
 PTY LTD)
 (A.C.N. 050 287 753))
 in accordance with Section 127 of)
 the Corporations Act)

.....
 Name: *HILTON ROSS GRUCEON*
 Position: *SOLE DIRECTOR /*
Company Secretary

.....
 Name:
 Position:

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	1/6C	WEAKLEYS	DRIVE	THORNTON
2	2/6C	WEAKLEYS	DRIVE	THORNTON
3	3/6C	WEAKLEYS	DRIVE	THORNTON
4	4/6C	WEAKLEYS	DRIVE	THORNTON
5	5/6C	WEAKLEYS	DRIVE	THORNTON
6	6/6C	WEAKLEYS	DRIVE	THORNTON
7	7/6C	WEAKLEYS	DRIVE	THORNTON
8	8/6C	WEAKLEYS	DRIVE	THORNTON
9	9/6C	WEAKLEYS	DRIVE	THORNTON
10	10/6C	WEAKLEYS	DRIVE	THORNTON
11	11/6C	WEAKLEYS	DRIVE	THORNTON
12	12/6C	WEAKLEYS	DRIVE	THORNTON
13	13/6C	WEAKLEYS	DRIVE	THORNTON
14	14/6C	WEAKLEYS	DRIVE	THORNTON
15	15/6C	WEAKLEYS	DRIVE	THORNTON
16	16/6C	WEAKLEYS	DRIVE	THORNTON
17	17/6C	WEAKLEYS	DRIVE	THORNTON
18	18/6C	WEAKLEYS	DRIVE	THORNTON
19	19/6C	WEAKLEYS	DRIVE	THORNTON
20	20/6C	WEAKLEYS	DRIVE	THORNTON
21	21/6C	WEAKLEYS	DRIVE	THORNTON
22	22/6C	WEAKLEYS	DRIVE	THORNTON
CP	6C	WEAKLEYS	DRIVE	THORNTON

SP FORM 3.08

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



31.3.2021


SP102977

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
 - Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*.

EXECUTED BY ~~WESTPAC BANKING CORPORATION~~
NATIONAL AUSTRALIA BANK

Mortgagee under Mortgage No. AQ82358
Signed at EAST MAITLAND this 17 day of MARCH
2021 for National Australia Bank Limited ABN 12 004 044 937
by SHANE HINALE its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 2 Attorney [Signature]
Witness Signature [Signature]
Witness Name Sebastian Grummitt
Witness Address 15 Mitchell Dr, East Maitland NSW 2323

APPROVED FORM 7	Strata By-Laws	Sheet 1 of 10
Registered  31.3.2021	Office use only	Office use only SP102977

Instrument setting out the details of by-laws to be created upon registration of a strata plan

1 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owner's corporation or as permitted by a sign authorised by the owners corporation.
- (2) Car parking in the common property is only for vehicles while the drivers are attending the strata development or as otherwise authorised by documents of title. No vehicle shall be parked unattended in order to avoid difficulties that may arise from other owner's in the strata development moving their vehicle. The owner's corporation may immediately remove any vehicle in breach of this bylaw.


2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:



APPROVED FORM 7	Strata By-Laws	Sheet 2 of 10
Registered	Office use only	Office use only
 31.3.2021	SP102977	

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

(1) An owner or occupier of a lot will not keep an animal on the lot unless it is lawfully required as an assistance animal

(2) If it is required as an assistance animal, the owner or occupier must give the owners corporation written notice that it is being kept on the lot.

(2) The notice must be given not later than 14 days after the assistance animal commences to be kept on the lot.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

(4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7 Behaviour of owners, occupiers and invitees


(1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).



APPROVED FORM 7	Strata By-Laws	Sheet 3 of 10
Registered	Office use only	Office use only
 31.3.2021	SP102977	

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.


12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.



APPROVED FORM 7	Strata By-Laws	Sheet 4 of 10
Registered	Office use only	Office use only
 31.3.2021		SP102977

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

(1) An owner or occupier of a lot will not hang any washing on any lines..

(3) In this by-law:

washing includes any clothing, towel, bedding or other article of a similar type.

15 Garbage

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) The owner's corporation will not be providing garbage receptacles to the lot owners of the strata scheme or within the common property. Lot owners will need to obtain their own garbage receptacles.

(7) In this by-law:

bin includes any receptacle for waste.


waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified:



APPROVED FORM 7	Strata By-Laws	Sheet 5 of 10
Registered	Office use only	Office use only
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- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
- (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not lived in.

19. Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

20. Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property or any right of way any goods, rubbish, dirt, dust or other material or discarded item except with the written approval of the owners corporation.


21. Residence or Noxious/Offensive Trade

- (1) Offensive and/or noxious trade or acts including residing in the lots is expressly prohibited from being carried on in a unit. Any party breaching this by-law and carrying out any offensive and/or noxious trade or acts from any unit or within the strata development will immediately be required by the representative of the owners corporation to cease and desist such trade or acts. Any person residing in the lots will be required to immediately cease such residence.
- (2) Failure to immediately ceasing when requested by the owner's corporation shall result in the representative of the owners corporation being entitled upon seven (7) days' notice to enter the property and dispose of anything related to such trade, act or residence and evicting the resident and all such work, services and enforcement will be at the cost of the owner of the lot and will be recoverable as a levy by the owner's corporation specifically from the lot owner.

22. Appearance of lot

The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.



APPROVED FORM 7	Strata By-Laws	Sheet 6 of 10
Registered	Office use only	Office use only
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23. Pest Control

Internal and external pest control treatments are to be conducted annually by a contractor engaged by the owners corporation.

24 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot).

25. Prevention of hazards


The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

26. Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - a) security services,
 - b) promotional services,
 - c) cleaning,
 - d) garbage disposal and recycling services,
 - e) electricity supply to service garden and pavement lights,
 - f) landscaping services
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.


27. Provision of Air Conditioning Services



APPROVED FORM 7	Strata By-Laws	Sheet 7 of 10
Registered  31.3.2021	Office use only	Office use only SP102977

- (1) The Owner's Corporation permits the lot owner's to install air conditioning facilities in the common property in an agreed location provided the following conditions are adhered to by the lot owner:
- a. All installation costs, ongoing maintenance and repairs are for the account of the owner of the lot installing the unit from time to time.
 - b. That the installation must meet the approval of any or all council authorities
 - c. The air-conditioning unit must comply with the applicable noise regulations or applicable law.
 - d. The installation be undertaken by a licensed contractor who is in possession of the statutory insurances
 - e. All installation costs are for the account of the applicable lot owner from time to time
 - f. That the installation of the air conditioning unit does not infringe on traffic movement within the complex.
 - g. The owner of the applicable lot from time to time being shall be solely responsible for the proper maintenance and keeping in a state of good and serviceable repair of the air-conditioning system and associated fitting and those parts of the common property to which they are attached at their cost.
 - h. Should the air-conditioner system be ultimately removed, the owner from time to time being of the subject lot shall restore the common property to its original condition at their cost to the satisfaction of the owners corporation.




APPROVED FORM 7	Strata By-Laws	Sheet 8 of 10
Registered	Office use only	Office use only
 31.3.2021		SP102977

28. Provision of Structural Work

- (1) The Owner's Corporation permits the lot owner's to install structural work including solar panels in the common property in an agreed location provided the following conditions are adhered to by the lot owner and the Owner's Corporation approves each request:
- a. All installation costs, ongoing maintenance and repairs are for the account of the owner of the lot undertaking the structural work from time to time.
 - b. That the installation must meet the approval of any or all council authorities
 - c. The structural work must comply with all applicable law.
 - d. The installation be undertaken by a licensed contractor who is in possession of the statutory insurances
 - e. All installation costs are for the account of the applicable lot owner from time to time
 - f. That the installation of the structural work does not infringe on traffic movement within the complex.
 - g. The owner of the applicable lot from time to time being shall be solely responsible for the proper maintenance and keeping in a state of good and serviceable repair of the structural work and associated fitting and those parts of the common property to which they are attached at their cost.
 - h. Should the structural work be ultimately removed, the owner from time to time being of the subject lot shall restore the common property to its original condition at their cost to the satisfaction of the owner's corporation.

29. Provision of Power

- (1) The Owner's Corporation will:
- a. provide power to each strata lot at the Strata Lot Owner's cost; and
 - b. install separate private power meters to each strata lot in order to quantify the power used in each lot; and
 - c. read the metres as necessary from time to time in order to provide a Tax Invoice to the Strata Lot Owner for the costs of the power used by the respective Lot Owner; and
 - d. recover from the Strata Lot Owner the costs of the power used by the Strata Lot Owner as a levy : and

APPROVED FORM 7	Strata By-Laws	Sheet 9 of 10
Registered	Office use only	Office use only
 31.3.2021	SP102977	

- e. bi-annually obtain comparison quotes from other power providers to ensure the provider of power to the strata scheme is competitively priced.


(2) The Lot Owner's will:

- a. pay to the Owner's Corporation the costs of the power supply within seven (7) days of receipt of the Tax invoice for the costs of the power supply; and
- b. Not utilise or interfere with any other lot's power supply or meter.

30. Owners Corporation and Exclusive Bylaws

The Lot owner's acknowledge that the Owner's Corporation may grant exclusive Bylaws for the use of individual use of the carparks in the common property.



APPROVED FORM 7	Strata By-Laws	Sheet 10 of 10
Registered	Office use only	Office use only
 31.3.2021	SP102977	

Executed on behalf of the corporation named
 below by the authorised person(s) whose signature(s)
 appear below pursuant to the authority specified
 Corporation: **Teakmill Pty Ltd 050 287 753**
 Authority: Section 127 of the Corporations Act 2001


 Signature of authorised person

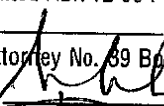

.....
 Signature of authorised person

HILSON ROSS GRUDGEON
 Name of authorised person

.....
 Name of authorised person

SOLE DIRECTOR / Company Secretary
 Office Held

.....
 Office Held

Mortgagee under Mortgage No. AQ82358
 Signed at EAST MITCHELL this 17 day of MARCH
 2021 for National Australia Bank Limited ABN 12 004 044 937
 by SHANE HINDALE its duly
 appointed Attorney under Power of Attorney No. 89 Book 4512
 Attorney Signature, Level 2 Attorney 
 Witness Signature 
 Witness Name Sebastian Grummitt
 Witness Address 15 Mitchell Dr, East Maitland NSW 2323

RP 43



" S700000^A

OFFICE USE ONLY

	of	
\$ No Fee		

MEMORANDUM

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, chargee &c.

Clauses are to be numbered consecutively from number 1.

On behalf of the Registrar General I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provision which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

[Signature]
Signature of Authorised Officer

1. The reservations and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

THE STANDARD MARGINS, QUALITY OF PAPER &c., PRESCRIBED BY REGULATION 6, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY

Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

LODGED BY	REGISTRAR GENERAL
Delivery Box Number	

Filed in the Office of the REGISTRAR GENERAL on 16/9/1981.

[Signature]

Registrar General



RP 63



S. 700,000.8.

MEMORANDUM

OFFICE USE ONLY	
of	
\$ No Fee	

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, chargee &c.

Clauses are to be numbered consecutively from number 1.

On behalf of the Registrar General

I certify that this memo-andum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

[Signature]
Signature of Authorised Officer

1. The reservation and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

2. Provision for subsidence. WHEREAS -

- (a) mining operations may have been and may be carried on upon and in the land below the said land and the lands adjoining the said land and the land below the same; and
- (b) metals and minerals may have been and may be removed therefrom,

the said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its sequels in title shall be entitled to make or prosecute any claim for damages or take any proceedings either by way of injunction or otherwise against the Crown or any lessee or lessees under any Mining Act or Acts of the State of New South Wales or his or their executors administrators or assigns for or in respect of any damage or loss occasioned by the letting down subsidence or lateral movement of the land or otherwise howsoever by reason of the following Acts and matters that is to say by reason of the Crown or any person on its behalf or any lessee or lessees as aforesaid or his or their executors administrators or assigns having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the land below the land or on in under or from any other lands situated laterally to the land and the land below the same and whether on or below the surface of such other lands and it is expressly reserved unto the Crown the liberty and authority by reason of the Acts and matters aforesaid or in the course thereof for the Crown and any person on its behalf and any lessee or lessees as aforesaid and his or their executors administrators and assigns to from time to time let down without payment of any compensation whatsoever any part of the land and/or the surface thereof.

THE STANDARD MARGINS, QUALITY OF PAPER &c, PRESCRIBED BY REGULATION & REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY
Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

LODGED BY **REGISTRAR GENERAL.**

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL on 16/9/1981.

[Signature]
Registrar General



RP 63



S. Jorgensen

OFFICE USE ONLY

	of	
\$ No Fee		

MEMORANDUM

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, chargee &c.

On behalf of the Registrar General I certify that this memorandum (comprising one page(s)) contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

S. Jorgensen
Signature of Authorised Officer

Cluses are to be numbered consecutively from number 1.

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 - (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.
2. Provision for forfeiture: If the registered proprietor does not pay the rent referred to in the folio of the Register together with any other moneys and any interest on such moneys that may be payable or become payable to the Crown under any Act or does not perform or observe the provisions and conditions referred to in the folio of the Register or any of them then and in such case it shall be lawful for the said land to be forfeited to the Crown.

THE STANDARD MARGINS, QUALITY OF PAPER & C., PRESCRIBED BY REGULATION & REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY

Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

LODGED BY	REGISTRAR GENERAL
Delivery Box Number	

Filed in the Office of the REGISTRAR GENERAL on 16/9/1981.

[Signature]

Registrar General



RP 63



5,700,000⁰⁰

MEMORANDUM

OFFICE USE ONLY		
	of	
\$ No Fee		

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, chargee &c.

Clauses are to be numbered consecutively from number 1.

On behalf of the Registrar General

I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

[Signature]
Signature of Authorised Officer

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3. Provision for subsidence. WHEREAS -

- (a) mining operations may have been and may be carried on upon and in the land (below) the said land and the lands adjoining the said land and the land below the same; and
- (b) metals and minerals may have been and may be removed therefrom,

the said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its sequels in title shall be entitled to make or prosecute any claim for damages or take any proceedings either by way or injunction or otherwise against the Crown or any lessee or lessees under any Mining Act or Acts of the State of New South Wales or his or their executors administrators or assigns for or in respect of any damage or loss occasioned by the letting down subsidence or lateral movement of the land or otherwise howsoever by reason of the following Acts and matters that is to say by reason of the Crown or any person on its behalf or any lessee or lessees as aforesaid or his or their executors administrators or assigns having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the land below the land or on in under or from any other lands situated laterally to the land and the land below the same and whether on or below the surface of such other lands and it is expressly reserved unto the Crown the liberty and authority by reason of the Acts and matters aforesaid or in the course thereof for the Crown and any person on its behalf and any lessee or lessees as aforesaid and his or their executors administrators and assigns to from time to time let down without payment of any compensation whatsoever any part of the land and/or the surface thereof.

THE STANDARD MARGINS QUALITY OF PAPER &c. PRESCRIBED BY REGULATION 6, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY

Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

LODGED BY	REGISTRAR GENERAL
Delivery Box Number	

Filed in the Office of the REGISTRAR GENERAL on 16/9/1981.

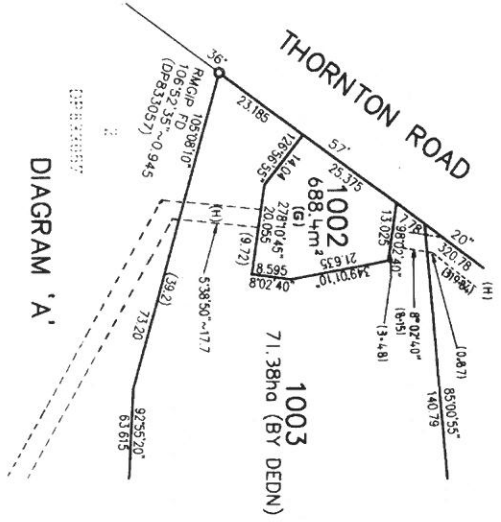
[Signature]

Registrar General

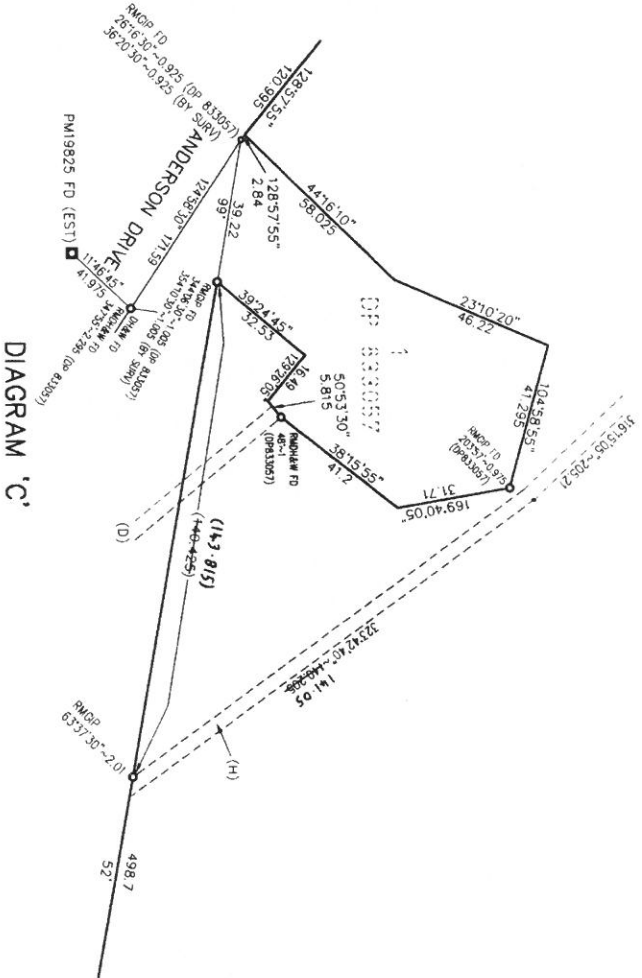




Handwritten notes:
 D.P. 833057
 S. 1/2 7/19/99



(D) - RIGHT OF CARRIAGEWAY & WIDE (WIDE DP 833057)
 (H) - EASEMENT FOR SEWER MAIN & WIDE
 (S) - CROSSING GRANT



DP 883416

Registered 2 of my plan in 2 sheets
 dated 11th JUNE 1998

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of No. 9711339
 sheets covered by my certificate of registration

Handwritten signature: Mark Shiao
 17/12/98

For use where space is insufficient in any point on Plan Form 2

Reduction Ratio: 1:
 SURVEYOR'S REFERENCE: 15917

Plan Drawing only to appear in this space

File name: 15917DP - 14/12/1998

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS
ON THE USE OF LAND & POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres:

(Sheet 1 of 4 Sheets)


DP 883416

Subdivision covered by Maitland City Council
Subdivision Application No.SA97-1339

Full name and address
of proprietor of the
land:

^{POULTRY}
Steggles Pty. Limited ALN 001 01156
PO Box 90
Beresfield NSW 2322

1.Identity of easement or
restriction firstly referred
to in abovementioned plan:

Easement for ~~Sewermain~~ Drainage of Sewage
4 wide 

Schedule of lots affected.

Lots burdened

Authority Benefited

1001, 1003 & Lot 2 DP 833057

Hunter Water Corporation Limited

2.Identity of easement or
restriction secondly referred
to in abovementioned plan:

Restrictions on the Use of the Land

Schedule of lots affected.

Lots Burdened

Authority Benefited

Each Lot

Maitland City Council

3.Identity of easement or
restriction thirdly referred
to in abovementioned plan:

Restrictions on the Use of the Land

Schedule of lots affected.

Lots Burdened

Lot Benefited

Each Lot

Part Por 38 Parish of Alnwick
County of Northumberland

This is Sheet 1 of a 4 Sheet Instrument.....


**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS
ON THE USE OF LAND & POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres:

(Sheet 2 of 4 Sheets)

Plan: *DP 883416*

D.P.

**4. Identity of easement or
restriction fourthly referred
to in abovementioned plan:**

Restrictions on the Use of the Land

Schedule of lots affected.

Lots Burdened

Authority Benefited

1001,1003 & Lot 2 DP 833057

Hunter Water Corporation Limited

PART 2

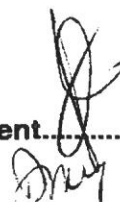
- 1. Terms of Easement for Sewermain 4 wide firstly referred to in the abovementioned plan.**

Full and free title liberty and licence for the Hunter Water Corporation Limited its successors and assigns to CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a sewermain or pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage, water or soil through the said sewermain or pipeline and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement by subject to a liability to replace the soil and to restore surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

- 2. Terms of Restriction on the Use of the Land secondly referred to in the abovementioned plan.**

No habitable buildings are to be constructed below the level of 1:100 year flood contour within the flood plain. The floor level of all habitable buildings to be constructed 500mm above this level. No out buildings or structures of a permanent nature (including swimming pools) are to be constructed below the level of the 1:20 year flood storm level.

This is Sheet 2 of a 4 Sheet Instrument.....



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS
ON THE USE OF LAND & POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres:

(Sheet 3 of 4 Sheets)

Plan: DP 883416

D.P.

3. Terms of Restriction on the Use of the Land thirdly referred to in the abovementioned plan.

Not to permit any activity or land use comprising:

- (a) The keeping, storing, breeding or processing of poultry or avian species;
- (b) The manufacturing of any type of vaccine used in the treatment of animals;
- (c) The establishment of any laboratory which produces, or has the potential to produce pathogens dangerous to poultry or food production (such as reagents and other chemical or biological material);
- (d) The storing, manufacturing or use of offal or offal by-products except such products are in frozen form and 'in transit'.

4. Terms of Restriction on the Use of the Land fourthly referred to in the abovementioned plan.

No building shall be erected no excavation or filling shall be carried out nor any structures fences or improvements of any kind placed over or under that part of the lot burdened is affected by the easement for sewermain 4 wide delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation Limited and except in compliance with any conditions which the Hunter Water Corporation Limited may specify in such consent.

Name of person or authority empowered to release vary or modify the easement and restriction firstly & fourthly referred to in the abovementioned plan.

Hunter Water Corporation Limited

Name of person or authority empowered to release vary or modify the restriction secondly referred to in the abovementioned plan.

The Council of the City of Maitland

Name of person or authority empowered to release vary or modify the restriction thirdly referred to in the abovementioned plan.

The registered Proprietor of Part Portion 38 Parish of
Alnwick County of Northumberland

This is Sheet 3 of a 4 Sheet Instrument.....



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS
ON THE USE OF LAND & POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres:

(Sheet 4 of 4 Sheets)

Plan: DP 883416

D.P.

Signed in my presence by:

M. Wyford
(Signature of Witness)

MELISSA WYFORD
(Name of Witness)



[Signature]
(Signature of Proprietor)
DIREKTOR
DIREKTOR

PA to Campaign Secretary
(Address and Occupation of Witness)

Goodman Fielder
level 42
Grosvenor Place
225 George St.
Sydney NSW 2000.

REGISTERED  23-3-1999

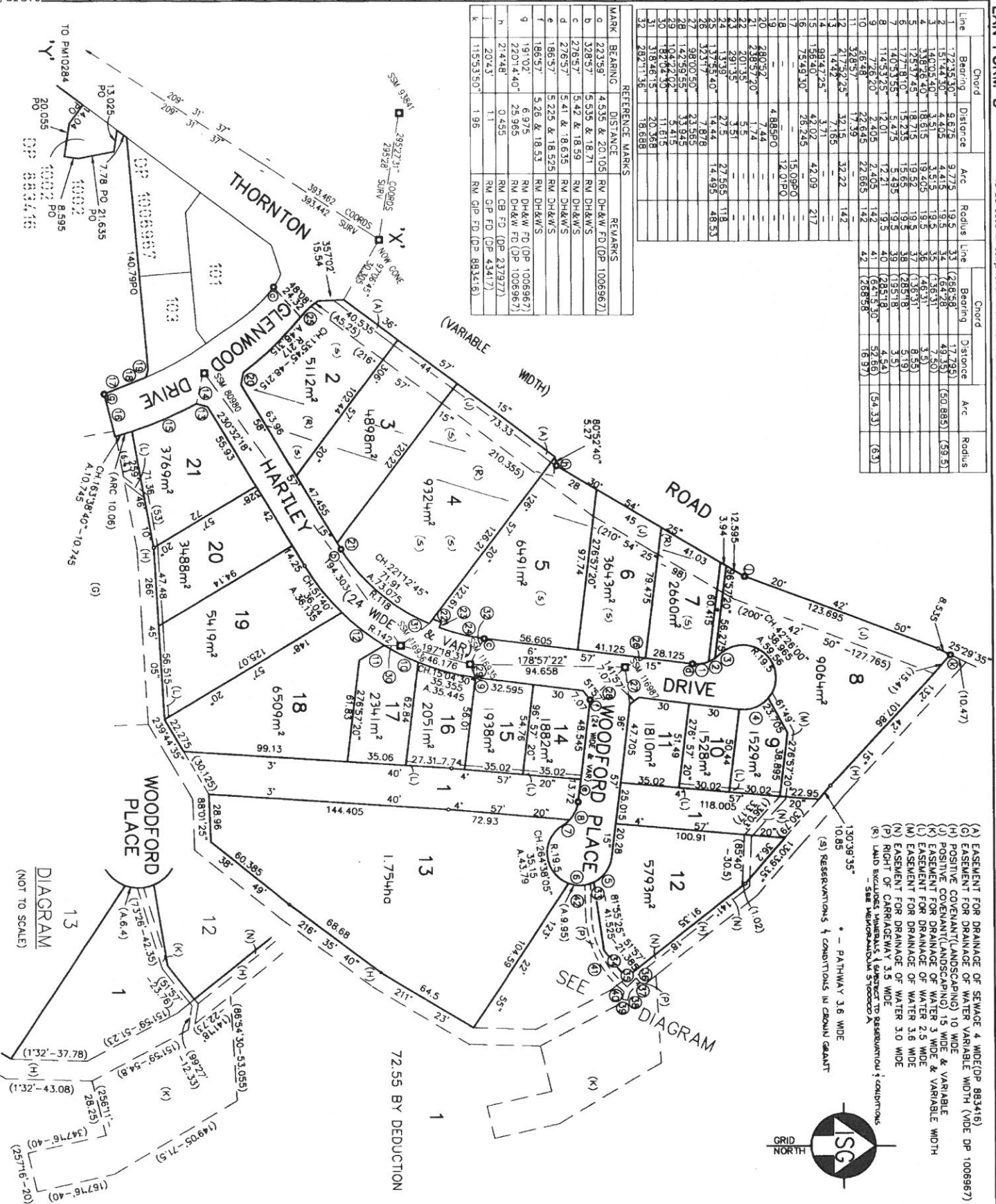
PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Line	Bearing	Distance	Arc	Radius	Line	Bearing	Distance	Arc	Radius
1	172.35.30"	9.675	9.775	19.5	33	(288.58	17.795		
2	140.05.40"	4.405	4.415	3.4	34	(64.78	49.45	(50.885)	(59.5)
3	150.05.40"	3.515	3.515	19.5	35	(1.630			
4	328.49.40"	18.915	18.92	18.2	36	(1.831	4.85		
5	177.81.00"	15.615	15.62	19.5	37	(283.18	5.79		
6	140.53.55"	12.015	12.02	19.5	38	(1.9518	3.54		
7	114.53.55"	12.015	12.02	19.5	39	(1.9518	4.54		
8	114.53.55"	12.015	12.02	19.5	40	(1.9518	4.54		
9	7.26.48"	22.405	22.405	14.2	41	(64.5.30	52.66	(54.33)	(63)
10	26.48"	22.405	22.405	14.2	42	(268.58	16.37		
11	328.57"	17.39							
12	217.52.25"	32.15	32.22	14.2					
13	14.42.5"	7.185							
14	99.42.25"	5.71	42.09	217					
15	156.40.30"	42.0							
16	73.49.30"	26.245							
17									
18									
19									
20	280.57.20"	7.44							
21	238.57.20"	1.74							
22	201.35"	5.5							
23	291.35"	3.51	21.565	118					
24	137.53.40"	2.75							
25	137.53.40"	14.44	14.495	48.53					
26	323.17.50"	7.878							
27	136.49.50"	33.295							
28	136.49.50"	33.295							
29	136.49.50"	33.295							
30	136.49.50"	33.295							
31	318.48.15"	20.368							
32	282.11.36"	18.688							

MARK	BEARING	DISTANCE	REMARKS
a	223.59"	4.535 & 20.105	RM DH&W FD (DP 1006967)
b	328.57"	5.535 & 18.71	RM DH&W
c	278.57"	5.42 & 18.59	RM DH&W
d	278.57"	5.41 & 18.53	RM DH&W
e	186.57"	5.225 & 18.525	RM DH&W
f	186.57"	5.28 & 18.53	RM DH&W
g	181.02"	6.975	RM DH&W FD (DP 1006967)
h	220.14.40"	25.965	RM DH&W FD (DP 1006967)
i	20.43"	1.1	RM CB F7 (DP 237977)
k	115.53.50"	1.96	RM GP FD (DP 4.3417)
			RM GP FD (DP 883416)



Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

DIAGRAM (NOT TO SCALE)

Registered **DP1011145**

This is plan 2 of my plan in 2 sheets
dated 23RD SEPTEMBER 1999

Surveyor registered under Surveyors Act 1999
This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 90358
11.02

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio: 1:1500

SURVEYOR'S REFERENCE: 15917

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

Lengths are in metres

(Sheet 1 of 6 Sheet)

PART 1

DP1011145

Subdivision of Lot 104 & Lot 105
DP 1006967 covered by Subdivision
Consent No. 99-358

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

Avalon Rural Holdings Pty. Ltd
A.C.N. 002 294 911
1/11 Glenwood Drive, Thornton

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

Suncorp Metway Limited
A.C.N. 010 831 722
1 Blight Street, Sydney

**1.Identity of Positive Covenant
firstly referred to in
abovementioned plan:**

Positive Covenant (Landscaping) 10 wide.
(Designated (H) on the Plan)

Schedule of lots affected.

Lot burdened

Authority Benefited

1

Maitland City Council

**2.Identity of Positive Covenant
secondly referred to in
abovementioned plan:**

Positive Covenant (Landscaping) 15 wide
and Variable (Designated (J) on the Plan)

Schedule of lots affected.

Lot burdened

Authority Benefited

2,3,4,5,6,7 & 8

Maitland City Council

**3.Identity of easement thirdly
referred to in abovementioned
plan:**

Easement for Drainage of
Water 3 wide & variable width.
(Designated (K) on the Plan)

Schedule of lots affected.

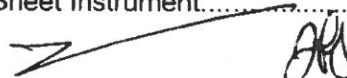
Lot burdened

Lot &/or Authority Benefited

1

Maitland City Council

This is Sheet 1 of a 6 Sheet Instrument.....



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

Lengths are in metres

(Sheet 2 of 6 Sheet)

DP1011145

Subdivision of Lot 104 & Lot 105
DP 1006967 covered by Subdivision
Consent No. 99-358

**4.Identity of easement fourthly
referred to in abovementioned
plan:**

Easement for Drainage of Water
2.5 wide (Designated (L) on the Plan)

Schedule of lots affected.

Lot burdened	Lot Benefited
10	11
9	10 & 11
16	17
15	16 & 17
14	15, 16 & 17
19	18
20	18 & 19
21	18, 19 & 20
1	18,19, 20, 21

**5.Identity of easement fifthly
referred to in abovementioned
plan:**

Easement for Drainage of Water
3.6 wide (Designated (M) on the Plan)

Schedule of lots affected.

Lot burdened	Authority Benefited
8	Maitland City Council

**6.Identity of easement sixthly
referred to in abovementioned
plan:**

Easement for Drainage of Water
3 wide (Designated (N) on the Plan)

Schedule of lots affected.

Lot burdened	Lot/Authority Benefited
1	8, 12 & Maitland City Council
12	1, 8 & Maitland City Council



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

Lengths are in metres

(Sheet 3 of 6 Sheet)

DP1011145

Subdivision of Lot 104 & Lot 105
DP 1006967 covered by Subdivision
Consent No. 99-358

7. Identity of easement seventhly referred to in abovementioned plan:

Right of Carriageway 3.5 wide
(Designated (P) on the Plan)

Schedule of lots affected.

Lot burdened

Lot Benefited

1

Maitland City Council

8. Identity of restrictions eighthly referred to in abovementioned plan:

Restriction as to User

Schedule of lots affected.

Lot burdened

Lot Benefited

Every Lot except Lot 1

Every other Lot except Lot 1

PART 2

1. Terms of Positive Covenant (Landscaping) 10 wide firstly referred to in abovementioned plan.

The proprietor for the time being of any lot burdened shall maintain a landscaped area in the nature of trees and shrubs, and in that area:

- (a) permit the Authority in whose favour this covenant is created and every person authorised by them with any tools, implements and machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of planting, tending, cutting, trimming, lopping, maintaining, removing or replacing all or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such an extent as may be necessary provided the Authority in whose favour this covenant is created and the person who is authorised by such authority will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.
- (b) No building shall be erected or permitted to remain on the land hereby burdened other than any sign or structure constructed in accordance with the approval of Maitland City Council.

This is Sheet 3 of a 6 Sheet Instrument.....



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

Lengths are in metres

(Sheet 4 of 6 Sheet)

DP1011145

Subdivision of Lot 104 & Lot 105
DP 1006967 covered by Subdivision
Consent No. 99-358

**2. Terms of Positive Covenant (Landscaping) 15 wide and variable secondly referred to
in abovementioned plan.**

The proprietor for the time being of any lot burdened shall maintain a landscaped area in the nature of trees and shrubs, and in that area:

- (a) permit the Authority in whose favour this covenant is created and every person authorised by them with any tools, implements and machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of planting, tending, cutting, trimming, lopping, maintaining, removing or replacing all or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such an extent as may be necessary provided the Authority in whose favour this covenant is created and the person who is authorised by such authority will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.
- (b) No building shall be erected or permitted to remain on the land hereby burdened other than any sign or structure constructed in accordance with the approval of Maitland City Council.

3. Terms of Restriction as to User eighthly referred to in abovementioned plan.

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Avalon Rural Holdings Pty Limited without the consent of Avalon Rural Holdings Pty Limited but such consent shall not be withheld if such fence is erected without expense to Avalon Rural Holdings Pty Limited provided that this restriction shall remain in force only during such time as Avalon Rural Holdings Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan.
- (b) There will not be carried out on any lot burdened the business of motor vehicle or motor lorry wreckers.
- (c) There will not be carried out on any lot burdened the business of motor vehicle or motor lorry repairers unless:
 - i) all vehicles and or lorries under repair or not in a roadworthy condition are kept wholly within a building or yard. Any such yard shall be enclosed within a Colorbond fence not less than 1.8 metres in height from natural surface level.
 - ii) the storage of parts of motor vehicles and or motor lorries and materials used in their repair are kept wholly within a building.

This is Sheet 4 of a 6 Sheet Instrument.....



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

Lengths are in metres

(Sheet 5 of 6 Sheet)

Subdivision of Lot 104 & Lot 105
DP 1006967 covered by Subdivision
Consent No. 99-358

DP1011145

Name of person/Authority empowered to release vary or modify the easements and positive covenant firstly, secondly, thirdly and seventhly referred to in the abovementioned plan.

Maitland City Council

Name of person/Authority empowered to release vary or modify the easements fourthly, fifthly and sixthly referred to in the abovementioned plan.

The Proprietor of each lot benefited

Identity of persons or authority having the power to release, vary or modify the restrictions eighthly referred to in abovementioned plan:

Avalon Rural Holdings Pty Ltd

The Common Seal of
**Avalon Rural Holdings
Pty Limited A.C.N. 002 294 911**
was hereunto affixed in accordance
with the Articles of Association in
the presence of:



[Signature]
.....
SHEKMAI

[Signature]
.....
DRECAN

[Signature]

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

Lengths are in metres

(Sheet 6 of 6 Sheet)

DP1011145

Subdivision of Lot 104 & Lot 105
DP 1006967 covered by Subdivision
Consent No. 99-358


The Common Seal of **Suncorp Metway
Limited A.C.N. 010 831 722**
was hereunto affixed in accordance
with the Articles of Association in
the presence of:

)
)
)
)
)

Suncorp-Metway Limited
ACIN 010 831 722
By its duly constituted
Attorney under Power
of Attorney Book
3752 No. 372

Phillip Reginald Payne Level 1




Signature of witness
Peter Barden
Name of witness



Ref: /Src:U

Form: 13RPA
Release:
www.lpi.nsw.gov.au

**RESTRICTION ON THE USE OF LAND
BY A PRESCRIBED AUTHORITY**
New South Wales
Section 88E(3) Conveyancing Act 1919



AC152323W

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) **TORRENS TITLE**
Lot ^{2/3} ₁₀ in DP 1091199 being part Folio 12/1062341

(B) **LODGED BY**
Delivery Box **323X** Name, Address or DX and Telephone **AUSEARCH PTY. LPN: 123211 X** CODE **R**
Reference: **MDT RIA**

(C) **REGISTERED PROPRIETOR**
Avalon Rural Holdings Pty Limited ACN 002 294 911

(D) **LESSEE MORTGAGEE or CHARGE**
Of the above land agreeing to be bound by this restriction

Interest	Number	Name of lessee, mortgagee or chargee
Mortgage	7463479	National Australia Bank Limited

(E) **PRESCRIBED AUTHORITY**
Within the meaning of section 88E(1) of the Conveyancing Act 1919
Roads and Traffic Authority of New South Wales

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE **23-2-2006**

(G) **Execution by the prescribed authority**

I certify that the authorised officer of the prescribed authority signing below who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness: **ROBERT SMITH**
Address of witness: **Property Acquisition Manager
RTA - Hunter Region**

Signature of an authorised officer:
Name of authorised officer: **Russell Dwyer**
Position of authorised officer: **Manager, Property Services**

(G) **Execution by the registered proprietor**

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

Corporation: _____
Authority: _____

Signature of authorised person:
Name of authorised person: **GRAHAM ROBERT EVANS**
Office held: **DIRECTOR**

Signature of authorised person:
Name of authorised person: **MILTON ROSS GRURGEON**
Office held: **DIRECTOR**

Executed pursuant to delegation BK 4394 N:422

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. 7463479 agrees to be bound by this restriction. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

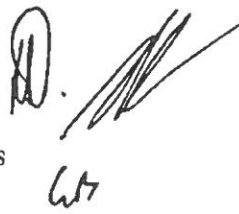
Signature of witness: _____ Signature of mortgagee: **Refer to Annexure**
Name of witness: _____
Address of witness: _____

ANNEXURE "A"

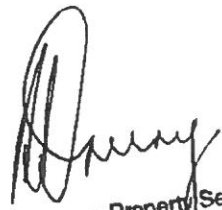
THIS IS THE ANNEXURE "A" REFERRED TO IN THE APPLICATION MADE UNDER SECTION 88E(3) OF THE CONVEYANCING ACT, 1919 BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES
VENDOR: AVALON RURAL HOLDINGS PTY LIMITED ACN 002 294 911



TERMS OF RESTRICTION ON THE USE OF LAND

No means of access shall be constructed or be allowed to be constructed to or from the land the subject of the restriction onto the proposed controlled access road or freeway (comprising Lot ²³~~10~~ DP 1091199 and New England Highway) adjoining the land the subject of this restriction and no part or parts of the said land shall be used as a means of access to or from the proposed controlled access road or freeway without the written consent of the prescribed authority (which consent may be revoked at any time at its discretion and without compensation). The restrictions shall cease to apply if the proposed controlled access road or freeway after having been declared a controlled access road or freeway under the Roads Act 1993, thereafter ceases to be such a controlled access road or freeway.

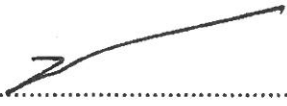

WA

X


Manager, Property Services
Executed pursuant to
delegation BK 4394 N^o 422.

Executed by AVALON RURAL HOLDINGS
PTY LIMITED ACN 002 294 911 pursuant to
Section 127 of the Corporations Act 2001

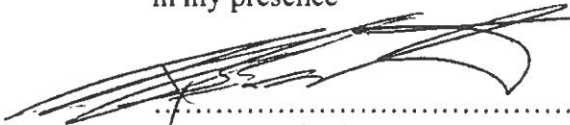

.....
Director

Graham Robert Burns
.....
Print Name of Director


.....
Director

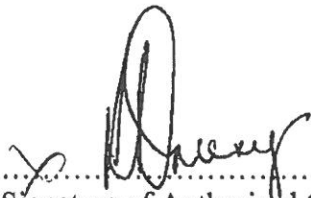
Hilton Ross Grubeon
.....
Print Name of Director

I certify that an Authorised Officer of
the Prescribed Authority who is personally
known to me or as to whose identity I am
otherwise satisfied signed this Application
in my presence


.....
Signature of Witness

X **ROBERT SMITH**
..... Property Acquisition Manager.....
Name of Witness Hunter Region

f
.....
Address of Witness


.....
Signature of Authorised Officer

John Bennis Russell Dwyer
Name of Authorised Officer

Manager Property Services
Position of Authorised Officer
Executed pursuant to delegation
Book 4394 No. 422


✓



THIS IS AN ANNEXURE TO **RESTRICTION ON THE USE OF LAND** WITH AVALON RURAL HOLDINGS PTY LIMITED ACN 002 294 911 AS REGISTERED PROPRIETOR AND ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES AS THE PRESCRIBED AUTHORITY DATED

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee under mortgage Registered No. 7463479 hereby consents to the within **Restriction on the Use of Land** but without prejudice to and reserving all its rights powers and remedies under its security.

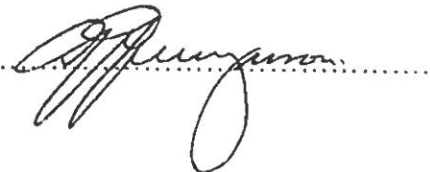
DATED at Sydney this 25th day of January, Two thousand and six.

Signed in my presence by Fiona Mary Ferguson the Attorney of National Australia Bank Limited pursuant to Power of Attorney Registered No. 549 Book 3834 who is personally known to me.

Signed for and on behalf of National Australia Bank Limited by its said Attorney.


.....
Sally Poate
Bank Officer
255 George Street, Sydney NSW

.....
Manager

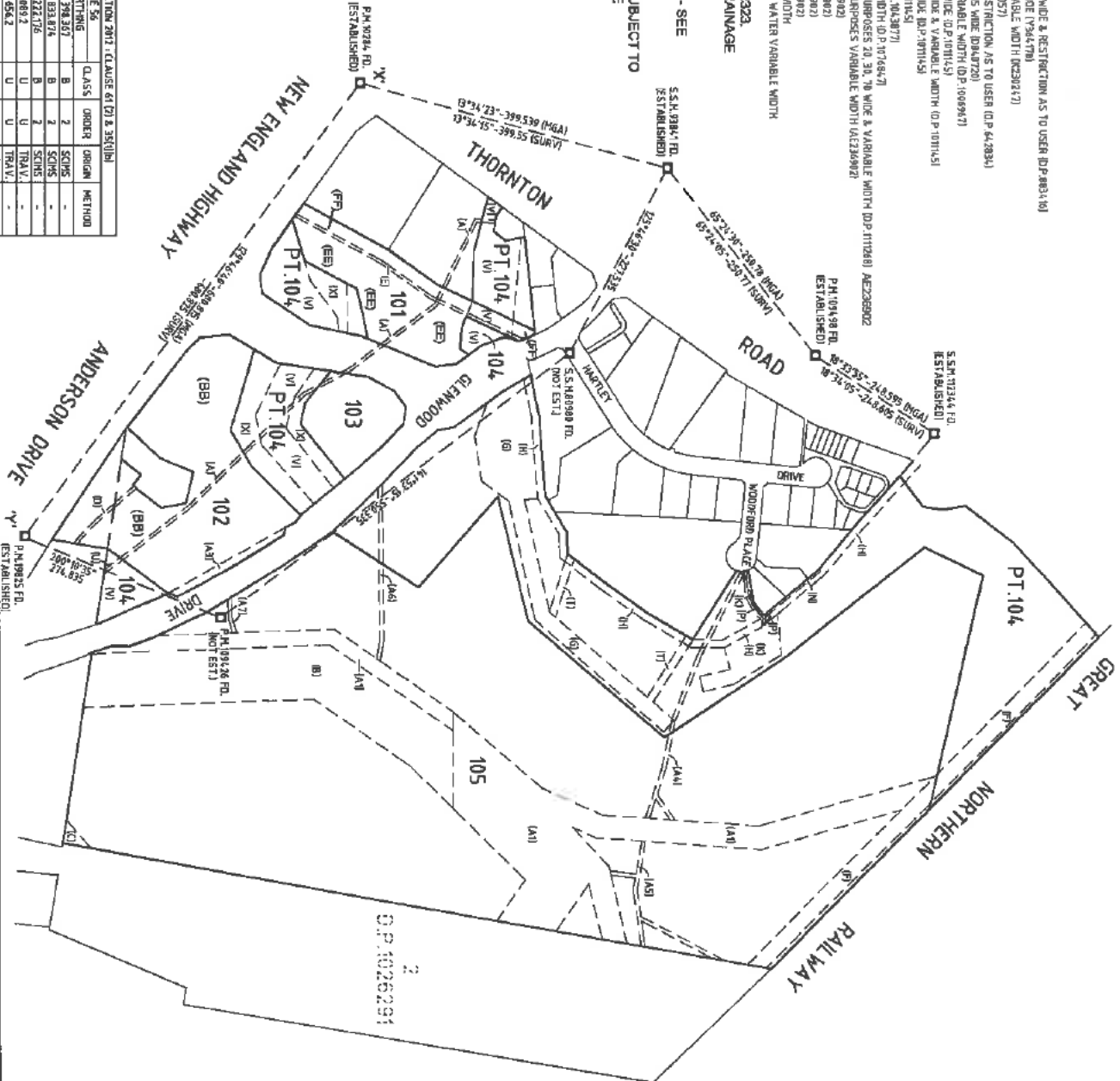


- (AI) EASEMENT FOR DRAINAGE OF SEWAGE & WIDE & RESTRICTION AS TO USER (D.P. 803.16)
- (AJ) EASEMENT FOR TRANSMISSION LINE VARIABLE WIDTH (P. 64.178)
- (AK) EASEMENT FOR TRANSMISSION LINE VARIABLE WIDTH (D. 20.212)
- (AL) RIGHT OF CARRIAGEWAY 1 WIDE (D.P. 833957)
- (AM) EASEMENT FOR WATER MAIN & WIDE & RESTRICTION AS TO USER (D.P. 44.283)
- (AN) EASEMENT FOR RAILWAY PURPOSES 20.75 WIDE (D. 84.720)
- (AO) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (D.P. 10.9967)
- (AP) POSITIVE COVENANT (LANDSCAPING) 10 WIDE (D.P. 10.1145)
- (AQ) EASEMENT FOR DRAINAGE OF WATER 3 WIDE & VARIABLE WIDTH (D.P. 10.1145)
- (AR) EASEMENT FOR DRAINAGE OF WATER 3 WIDE (D.P. 10.1145)
- (AS) RIGHT OF CARRIAGEWAY 1.5 WIDE (D. 10.1145)
- (AT) EASEMENT TO DRAIN WATER 10 WIDE (D. 10.1145)
- (AU) EASEMENT FOR SEWER MAIN VARIABLE WIDTH (D.P. 10.1145)
- (AV) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (D.P. 10.1145)
- (AW) EASEMENT FOR CARRIAGEWAY 5 WIDE (D. 22.3492)
- (AX) RIGHT OF CARRIAGEWAY 5 WIDE (D. 22.3492)
- (AY) RIGHT OF CARRIAGEWAY 5 WIDE (D. 22.3492)
- (AZ) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (BA) RIGHT OF ACCESS & EASEMENT TO DRAIN WATER VARIABLE WIDTH

(BB) RESTRICTION AS TO USER - AC152323 BENEFITTED BY EASEMENT FOR DRAINAGE OF WATER 3 WIDE - DP101145.

(EE) RESERVATIONS AND CONDITIONS - SEE CROWN GRANT.

(FF) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE MEMORANDUM 5700000A.



MARK	PLAT, CO-ORDINATES - ZONE 58	CLASS	ORDER	ORIGIN	METHOD
SM 8925	372 579.053	B	2	SCNS	-
SM 8926	372 065.931	B	2	SCNS	-
SM 9384.1	372 149.078	B	2	SCNS	-
SM 8928	372 334.7	B	2	TRAV.	-
SM 8942.6	372 673.3	B	2	TRAV.	-
SM 8943.8	372 377.648	B	2	SCNS	-
SM 10234.4	372 546.802	C	3	SCNS	-

CONFINED SCALE AND SEALEVEL CORRECTION - 0.997799
 M.G.A. CO-ORDINATES ADAPTED FROM
 SCNS'S AS AT 27 MARCH 2011

Surveyor: NIEL DELFS
 Date of Survey: WITH MARCH 2011
 Surveyor's Reference: W437

PLAN OF SUBDIVISION LOT 811 D.P. 1165631 & LOT 37 D.P. 755205

LGA: MAITLAND
 Locality: THORNTON
 Subdivision No: 1317.6
 Lengths are in metres. Reduction Ratio: 1:400

Registered
 19.8.2014
 DP1198838



SHORT LINE TABLE			SHORT LINE TABLE		
Number	Bearing	Distance	Number	Bearing	Distance
1	S25°05'57"	76.25	40	N73°44'30"	26.5
2	S27°23'00"	4.78	41	S3°27'48"	57.18
3	S27°23'00"	44.915	42	N7°28'58"	19
4	N1°27'18"	38.54	43	S28°59'55"	61.95
5	N75°20'00"	23.625	44	N5°14'05"	73.48
6	S5°57'15"	23.985	45	N7°27'55"	39.14
7	S25°51'55"	18.84	46	S5°50'05"	102.285
8	N7°18'45"	28.035	47	N27°49'10"	88.18
9	N10°35'00"	10.01	48	N6°17'25"	43.55
10	S48°19'40"	25.715	49	S04°19'40"	43.55
11	S05°19'25"	4.885	50	N73°42'45"	26.675
12	N59°12'30"	0.13			
13	N92°14'30"	9.375			
14	N70°24'18"	82.75			
15	N27°23'00"	76.25			
16	N28°04'18"	12.915			
17	N28°59'18"	5.545			
18	N28°59'18"	5.545			
19	N28°59'18"	5.545			
20	N28°59'18"	5.545			
21	N28°59'18"	5.545			
22	N28°59'18"	5.545			
23	N28°59'18"	5.545			
24	N28°59'18"	5.545			
25	N28°59'18"	5.545			
26	N28°59'18"	5.545			
27	N28°59'18"	5.545			
28	N28°59'18"	5.545			
29	N28°59'18"	5.545			
30	N28°59'18"	5.545			
31	N28°59'18"	5.545			
32	N28°59'18"	5.545			
33	N28°59'18"	5.545			
34	N28°59'18"	5.545			
35	N28°59'18"	5.545			
36	N28°59'18"	5.545			
37	N28°59'18"	5.545			
38	N28°59'18"	5.545			
39	N28°59'18"	5.545			
40	N28°59'18"	5.545			

Number	Order Bearing	Chord Distance	Arc Length	Radius
12	S57°21'57"	12	12	189.5
19	N57°54'05"	9.085	9.085	172

- (A) EASEMENT FOR DRAINAGE OF SEWER & WATER & RESTRICTION AS TO USER (DP 833436)
- (B) EASEMENT FOR TRANSMISSION LINE 69 WIDE (N 344170)
- (C) EASEMENT FOR TRANSMISSION LINE VARIABLE WIDTH (K 232471)
- (D) RIGHT OF CARRIAGEWAY 4 WIDE (D 833357)
- (E) EASEMENT FOR WATER MAIN 4 WIDE & RESTRICTION AS TO USER (D 642834)
- (F) EASEMENT FOR WATER MAIN 4 WIDE & RESTRICTION AS TO USER (D 642834)
- (G) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (D 1086827)
- (H) POSITIVE COVENANT LANDSCAPING 10 WIDE (D 1418521)
- (I) EASEMENT TO DRAIN WATER 10 WIDE (D 1814271)
- (J) EASEMENT FOR SEWER MAIN VARIABLE WIDTH (D 878647)
- (K) EASEMENT FOR SEWER MAIN VARIABLE WIDTH (D 878647)
- (L) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 20.38, 70 WIDE & VARIABLE WIDTH (D 1110260)
- (M) EASEMENT FOR CARRIAGEWAY 5 WIDE (A 232471)
- (N) RIGHT OF CARRIAGEWAY 5 WIDE (A 232471)
- (O) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (P) RIGHT OF ACCESS & EASEMENT TO DRAIN WATER VARIABLE WIDTH

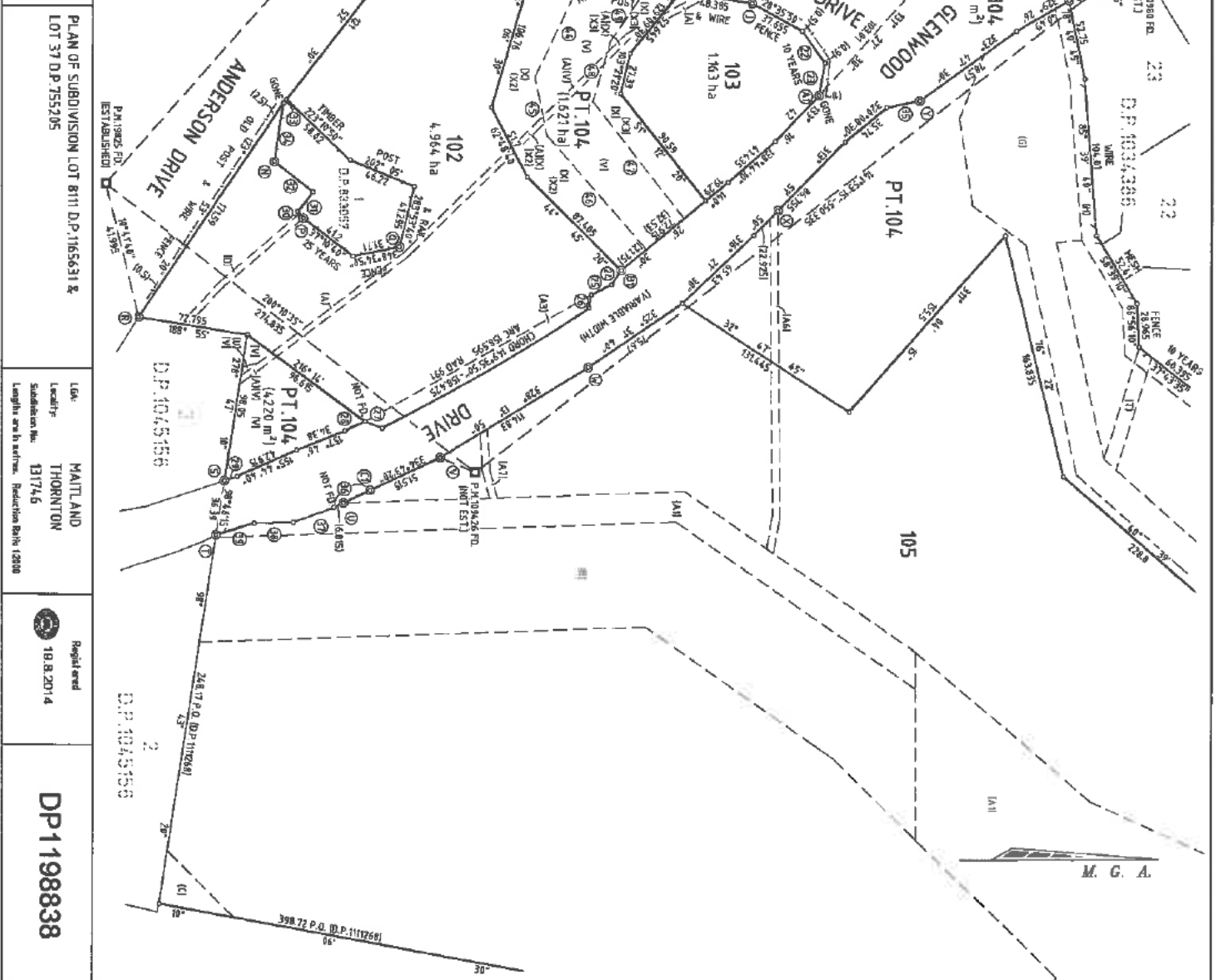
REF.	TYPE	Bearing	Distance	Origin
V	R.M.P.M. 19426	103.37	11.735	D.P. 1845156
W	R.M.G.I.P.	261°00'30"	8.4	D.P. 1845156
X	R.M.G.I.P.	268°06'	13.49	D.P. 1110268
Y	R.M.G.I.P.	255°11'30"	1.03	D.P. 1845156
Z	R.M.G.I.P.	285°45'	1.655	D.P. 1845156
AA	R.M.D.H.A.W.	146°58'30"	12.255	PLACED
BB	R.M.D.H.A.W.	208°21'	27.295	PLACED
CC	R.M.D.H.A.W.	271°43'30"	21.885	PLACED

REF.	TYPE	Bearing	Distance	Origin
V	R.M.P.M. 19426	103.37	11.735	D.P. 1845156
W	R.M.G.I.P.	261°00'30"	8.4	D.P. 1845156
X	R.M.G.I.P.	268°06'	13.49	D.P. 1110268
Y	R.M.G.I.P.	255°11'30"	1.03	D.P. 1845156
Z	R.M.G.I.P.	285°45'	1.655	D.P. 1845156
AA	R.M.D.H.A.W.	146°58'30"	12.255	PLACED
BB	R.M.D.H.A.W.	208°21'	27.295	PLACED
CC	R.M.D.H.A.W.	271°43'30"	21.885	PLACED

REF.	TYPE	Bearing	Distance	Origin
A	R.M.G.I.P.	227°52'	3.06	D.P. 833357
B	R.M.G.I.P.	184°25'	3.025	D.P. 833357
C	R.M.D.H.A.W.	195°52'	4.7	D.P. 1086827
D	R.M.D.H.A.W.	222°55'	4.355 & 20.1	D.P. 1086827
E	R.M.D.H.A.W.	324°11'	21.13	PLACED
F	R.M.G.I.P.	79°27'	1.81	D.P. 1045156
G	R.M.G.I.P.	212°42'	16.4	D.P. 1810199
H	R.M.G.I.P.	308°50'	6.5	D.P. 981599
I	R.M.D.H.A.W.	102°34'	14.17	PLACED
J	R.M.C.B.	37°58'	0.655	D.P. 1845156
K	R.M.C.B.	48°27'	0.615	D.P. 1810199
L	R.M.G.I.P.	353°05'	1.005	D.P. 833436
M	R.M.G.I.P.	202°52'	0.975	D.P. 833357
N	R.M.D.H.A.W.	227°45'	2.295	D.P. 833357
O	R.M.G.I.P.	245°36'	1.01	D.P. 1045156
P	R.M.G.I.P.	169°41'	6.855	D.P. 1110268

REF.	TYPE	Bearing	Distance	Origin
V	R.M.P.M. 19426	103.37	11.735	D.P. 1845156
W	R.M.G.I.P.	261°00'30"	8.4	D.P. 1845156
X	R.M.G.I.P.	268°06'	13.49	D.P. 1110268
Y	R.M.G.I.P.	255°11'30"	1.03	D.P. 1845156
Z	R.M.G.I.P.	285°45'	1.655	D.P. 1845156
AA	R.M.D.H.A.W.	146°58'30"	12.255	PLACED
BB	R.M.D.H.A.W.	208°21'	27.295	PLACED
CC	R.M.D.H.A.W.	271°43'30"	21.885	PLACED

REF.	TYPE	Bearing	Distance	Origin
V	R.M.P.M. 19426	103.37	11.735	D.P. 1845156
W	R.M.G.I.P.	261°00'30"	8.4	D.P. 1845156
X	R.M.G.I.P.	268°06'	13.49	D.P. 1110268
Y	R.M.G.I.P.	255°11'30"	1.03	D.P. 1845156
Z	R.M.G.I.P.	285°45'	1.655	D.P. 1845156
AA	R.M.D.H.A.W.	146°58'30"	12.255	PLACED
BB	R.M.D.H.A.W.	208°21'	27.295	PLACED
CC	R.M.D.H.A.W.	271°43'30"	21.885	PLACED



PLAN OF SUBDIVISION LOT 8111 D.P. 1165631 & LOT 37 D.P. 755205

MAITI AND THORNTON
 Licensed Surveyors
 131746
 Lengths are in metres. Reduction Ratio: 1:2000

Registered
 10.8.2014

DP1198838


PLAN FORM 6 (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  19.8.2014 Office Use Only
 Title System: TORRENS
 Purpose: SUBDIVISION


Office Use Only
DP1198838


**PLAN OF SUBDIVISION OF LOT 8111
 D.P.1166631 & LOT 37 D.P.755205**

LGA: MAITLAND
 Locality: THORNTON
 Parish: ALNWICK
 County: NORTHUMBERLAND

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

Survey Certificate
NIGEL DELFS
 I, of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:
~~*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on~~
~~*(b) The part of the land shown in the plan (*being* excluding ^ Part of Lot 105) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 18th March 2014 the part not surveyed was compiled in accordance with that Regulation.~~
~~*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012~~

Subdivision Certificate
 I, David Simm
 *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* 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: 12.6.14
 Subdivision Certificate number: 131746
 File number: DA 13 1746
 *Strike through if inapplicable

Signature:  Dated: 16/5/14
 Surveyor ID: 8232
 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.

Statements of intention to dedicate public roads, public reserves and drainage reserves

Plans used in the preparation of survey/compilation

D.P.883416	D.P.1152320	D.P.1034386
D.P.833057	D.P.43417	D.P.1027926
D.P.1008967	D.P.270337	D.P.1113716
D.P.1011145	D.P.1022638	D.P.1045156
D.P.1043877	D.P.554375	D.P.1026291
D.P.1076847	D.P.1091199	D.P.1062341
D.P.1111268	D.P.270393	D.P.186435
	D.P.1165631	D.P.755205

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 14037


PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

<p>Office Use Only</p> <p>Registered  19.8.2014</p> <p>PLAN OF SUBDIVISION OF LOT 8111 D.P.1165631 & LOT 37 D.P.755205</p> <p>Subdivision Certificate number : 131746</p> <p>Date of Endorsement : 17.6.14</p>	<p>Office Use Only</p> <p style="font-size: 24pt; text-align: center;">DP1198838</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses See 60(c)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 VARIABLE WIDTH
2. RIGHT OF ACCESS & EASEMENT TO DRAIN WATER VARIABLE WIDTH
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
101	2	WEAKLEYS	DRIVE	THORNTON
102	5	WEAKLEYS	DRIVE	THORNTON
103	1	WEAKLEYS	DRIVE	THORNTON
104	9	WOODFORD	PLACE	THORNTON
105	N/A	GLENWOOD	DRIVE	THORNTON

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14037

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered  19.8.2014
Office Use Only


Office Use Only
DP1198838

PLAN OF SUBDIVISION OF LOT 8111
D.P.1165631 & LOT 37 D.P.755206

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 : 131746
Date of Endorsement : 12.6.14

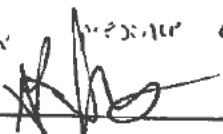
EXECUTED by AVALON RURAL)
HOLDINGS PTY LIMITED)
(A.C.N. 002 296 911))
in accordance with Section 127 of)
the Corporations Act)



Name: GRAHAM ROBERT BURNS
Position: DIRECTOR


Name: PETER GERARD SARROFF
Position: DIRECTOR

EXECUTED ON BEHALF OF NATIONAL AUSTRALIA BANK LIMITED

Executed on behalf of National Australia Bank Limited by its attorney under power of attorney registered book 4574 No 54 in the presence of

Witness 
Name: ALISON ANTONY
77 CASTLELEAGH ST,
Address: SYDNEY NSW 2000


Name: CHRISTOPHER FANNING

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14037

**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 4 Sheets)

Plan: **DP1198838**

Plan of Subdivision of Lot 8111 in
D.P.1165631 & Lot 37 in D.P.755205
covered by
Subdivision Certificate No: *131746*

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

Avalon Rural Holdings Pty Limited
(ACN 002 294 911)
1 Hartley Drive
Thornton NSW 2322

**Full Name and Address of the
Mortgagee of the Land:**

National Australia Bank
(ACN 004 044 937)
Suite 3, Level 1
101 Hannell Street
Wickham NSW 2293

PART 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water variable width (V)	That part of Lot 104 designated (V)	Maitland City Council
2	Right of Access and Easement to Drain Water variable width (X)	That part of Lot 104 designated (X1) That part of Lot 104 designated (X2) That part of Lot 104 designated (X3)	101 and Maitland City Council 102 and Maitland City Council 103 and Maitland City Council
3	Restriction on the Use of Land	101,102 & 103	Maitland City Council
4	Restriction on the Use of Land	101,102 & 103	Maitland City Council
5	Restriction on the Use of Land	104	Maitland City Council
6	Restriction on the Use of Land	101,102, 103, 104 and 105	Every other Lot

**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 4 Sheets)

Plan: DP1198838

Plan of Subdivision of Lot 8111 in
D.P.1185831 & Lot 37 in D.P.755205
covered by
Subdivision Certificate No: 131746

PART 2 (Terms)

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

Terms for the right of access are as per Schedule 4A (Part 11) and Schedule 8 (Part 14) of the Conveyancing Act 1919.

Terms for the easement to drain water are as per Schedule 4A (Part 3) and Schedule 8 (Part 3) of the Conveyancing Act 1919.

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

No development shall remain on any of the lots burdened without the inclusion of a stormwater detention system that is designed, constructed and maintained in accordance with Council's Manual of Engineering Standards to reduce post development discharges to pre-development discharges, for the critical storm up to and including the 1 in 100 year event.

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

No occupation certificate will be issued for any development on the lots burdened until the satisfactory installation of the stormwater quality management system approved under DA 13-1746 or another management system approved by Maitland City Council.

Restriction on the Use of Land terms as set out in this clause will cease upon the servient tenement obtaining Practical Completion (PC) for the satisfactory installation of the stormwater quality management system approved under DA 13-1746. Maitland City Council the dominant tenement agree to release the Restriction on the Use of Land and do all things necessary to complete the release once it has issued PC. The servient tenement will be responsible for all costs associated with the release of the Restriction on the Use of Land.

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

No dwelling shall be erected on the lot burdened in accordance with Clause 4.2 of the Maitland Local Environmental Plan.

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

- (a) No fence will be erected on each Lot burdened to divide it from any adjoining land owned by Avalon Rural Holdings Pty Ltd without the consent of Avalon Rural Holdings Pty Ltd which consent will not be unreasonably withheld if such fence is erected without expense to Avalon Rural Holdings Pty Ltd and provided that this restriction shall remain in force only during such period as Avalon Rural Holdings Pty Ltd is the Registered Proprietor of any land in the plan or any land immediately adjoining the land in the plan, whichever is the later.

G.B

**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 4 Sheets)

Plan: DP1198838

Plan of Subdivision of Lot 8111 in
D.P.1165631 & Lot 37 in D.P.755205
covered by
Subdivision Certificate No: 131746

- (b) There will not be carried out on any lot burdened the business of automobile wreckers or repairers save that all wrecks and workings and vehicles under repair be enclosed within a building.

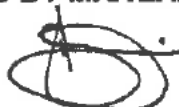
The authority empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 1, 2, 3, 4 and 5 in the abovementioned plan.

Maitland City Council.

The authority empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 6 in the abovementioned plan.

Avalon Rural Holdings Pty Ltd and if Avalon Rural Holdings Pty Ltd no longer exists or is not the Registered Proprietor of any of the land comprised in the Plan of Subdivision or any land immediately adjoining the land in the plan then the restrictions will cease to apply.

EXECUTED BY MAITLAND CITY COUNCIL:



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

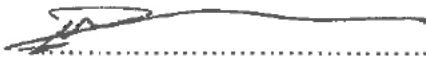
LENGTHS ARE IN METRES

(Sheet 4 of 4 Sheets)

Plan: **DP1198838**

Plan of Subdivision of Lot 8111 in
D.P.1165631 & Lot 37 in D.P.755205
covered by
Subdivision Certificate No: **131746**


**EXECUTED by AVALON RURAL)
HOLDINGS PTY LIMITED)
(A.C.N. 002 294 911))**
in accordance with Section 127 of
the Corporations Act


Name: **GRAHAM ROBERT BURNS**
Position: **DIRECTOR**


Name: **PETER GERARD SARROFF**
Position: **DIRECTOR**

EXECUTED BY NATIONAL AUSTRALIA BANK:

Executed on behalf of National
Australia Bank Limited by its
attorney under power of attorney
registered book 4579 no 54 in
the presence of:


Witness
Name: **ALISON ANTONY**
Address: **77 CASTLEREAGH ST, SYDNEY
NSW 2000**


Attorney
Name: **Christopher Fanning**

Ref.	Type	Bearing	Distance	Origin
A	RANGE PL.	271°56'	1	U.P. 813857
B	RANGE PL.	324°41'	2133	U.P. 119808
C	RANGE PL.	70°23'	101	DP 06556
D	RANGE PL.	212°43'	86.8	DP 109199
E	RANGE PL.	292°54'	74.995	DP 021688
F	RANGE PL.	27°55'	131	DP 023368
G	RANGE PL.	86°	1.4	DP 119833
H	RANGE PL.	237°41'	86.15	PLACED

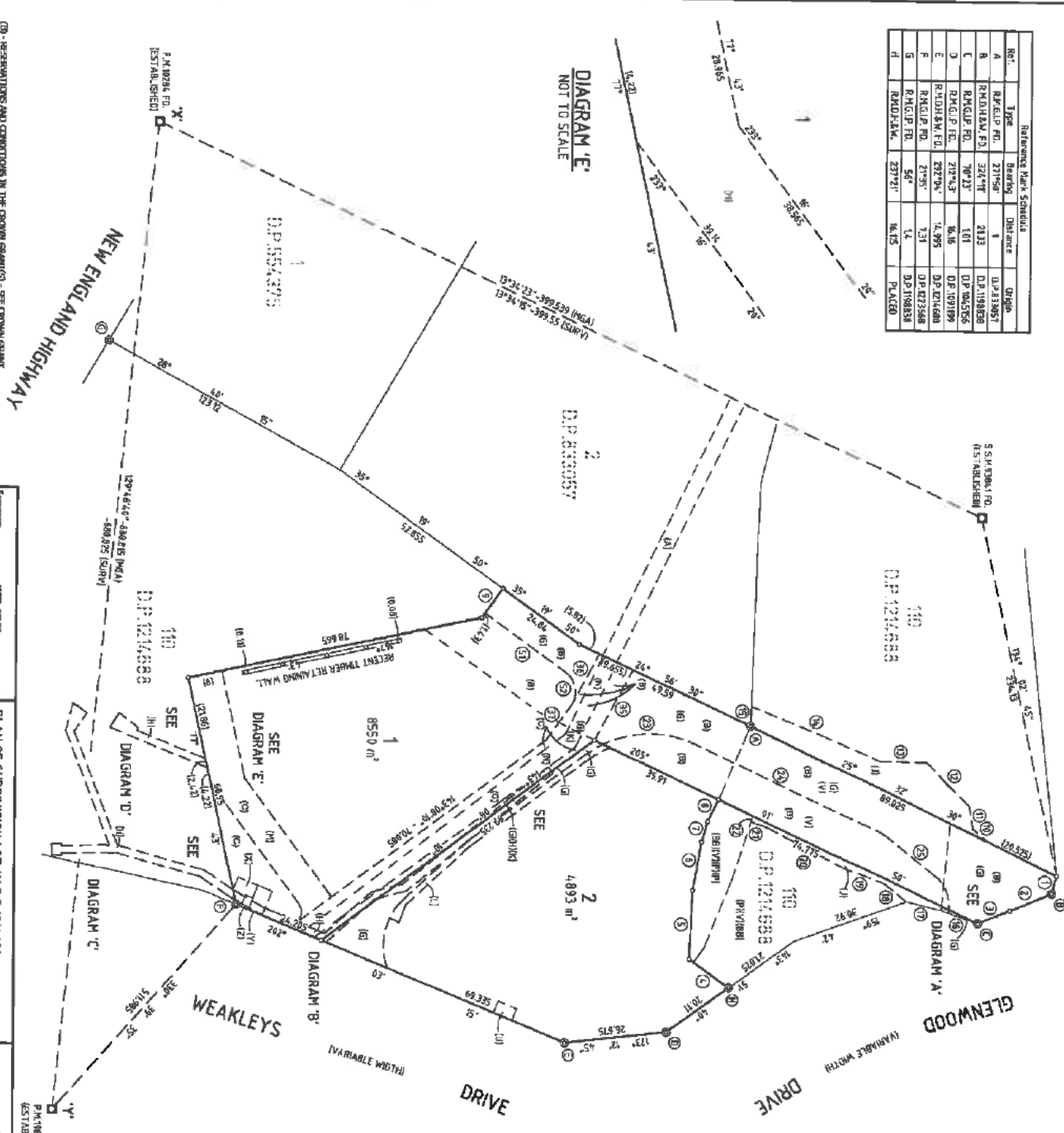


DIAGRAM 'E'
NOT TO SCALE

Number	Bearing	Length	Area
1	157°17'55"	12	189.5
2	157°54'55"	9.085	172
23	358°47'30"	24.575	27.65
52	258°16'05"	8.675	9.5

Number	Bearing	Distance
1	805°19'25"	4.815
4	2°52'24.10"	12.75
5	727°20'41"	81.035
7	285°39'10"	12.915
8	228°50'54"	6.49
9	128°19'50"	9.44
10	48°55'50"	4.935
11	101°10"	6.655
12	45°57'20"	55.605
13	0°27'40"	82.595
14	23°01'	36.18
15	271°45'20"	5.265
16	199°42'30"	8.8
17	182°48'31"	9.335
18	377°23'58"	7.46
19	201°19'15"	82.615
20	207°22'01"	22.715
21	197°48'	4.38
22	187°47'55"	1.82
24	259°00'10"	54.485
25	37°54'20"	78.31
35	297°45'30"	21.085
36	297°45'30"	15.1
37	125°19'51"	11.655
51	25°19'51"	28.2

- (A) EASEMENT FOR DRAINAGE OF SEWAGE & WIDE & RESTRICTIONS ON THE USE OF LAND (DP 80348)
- (B) RESTRICTION ON THE USE OF LAND (DP 10888) (W/ADJACENT 5)
- (C) EASEMENT FOR BATTER VARIABLE WIDTH (DP 118688)
- (D) RIGHT OF CARROUSEWAY VARIABLE WIDTH (DP 118688)
- (E) RIGHT OF CARROUSEWAY VARIABLE WIDTH (DP 118688)
- (F) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (G) EASEMENT FOR SERVICES VARIABLE WIDTH
- (H) EASEMENT FOR PIPELINE VARIABLE WIDTH
- (I) EASEMENT FOR SERVICES VARIABLE WIDTH
- (J) EASEMENT FOR SERVICES VARIABLE WIDTH
- (K) EASEMENT FOR SERVICES VARIABLE WIDTH
- (L) EASEMENT FOR SERVICES VARIABLE WIDTH
- (M) RIGHT OF CARROUSEWAY VARIABLE WIDTH
- (N) RIGHT OF CARROUSEWAY VARIABLE WIDTH
- (O) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (P) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (ADJACENT)
- (Q) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 118688)
- (R) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.5 WIDE (DP 023688)
- (S) RIGHT OF CARROUSEWAY & WIDE (DP 1228940)
- (T) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (DP 1228940)

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
PN 19025	312 579.055	6 518 986.67	B	2	SCANS
PN 19026	312 579.055	6 518 986.67	B	2	SCANS
SM 19841	312 650.878	6 571 222.19	B	1	SCANS
SM 19841	312 650.878	6 571 222.19	B	1	SCANS

COMBINED STATE AND SECTORS CORRECTION - 0.997978
 MGA CO-ORDINATES ADJ-PO FROM
 SLIP 5, AS AT 28 JUL 2015

(B) - RESERVATIONS AND CONDITIONS IN THE GROUND GRANTS - SEE ORIGINAL QUANT
 (C) - LAND ENCLURES NUMERALS AND IS SUBJECT TO RESERVATIONS AND
 CONDITIONS IN FAVOR OF THE CROWN - SEE MEMORANDUM SYDNEY
 (D) - RESTRICTION ON THE USE OF LAND (ADJACENT)

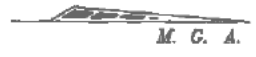
Surveyor: NEIL DUBS
 Date of Survey: 17th SEPTEMBER 2016
 Surveyor's Reference: 16305

PLAN OF SUBDIVISION LOT 111 DP 1214688
 AND EASEMENTS WITHIN LOT 110 DP 1214688

Lot: MATT LAND
 Thornorton
 Subdivision No: 151682
 Lengths are in meters. Area: 16305

Registered: 02.03.2017

DP1228940



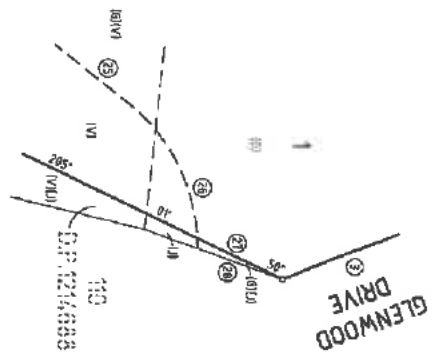


DIAGRAM 'A'
NOT TO SCALE

- (I) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (II) EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE
- (III) EASEMENT FOR BATTER VARIABLE WIDTH
- (IV) EASEMENT FOR PIPING VARIABLE WIDTH
- (V) EASEMENT FOR SERVICES 1.5 WIDE & VARIABLE
- (VI) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (VII) EASEMENT TO DRAIN WATER VARIABLE WIDTH (D.P. 1228940)
- (VIII) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.0 WIDE (D.P. 1228940)
- (IX) RIGHT OF CARRIAGEWAY 1.5 WIDE (D.P. 1228940)
- (X) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (D.P. 1228940)

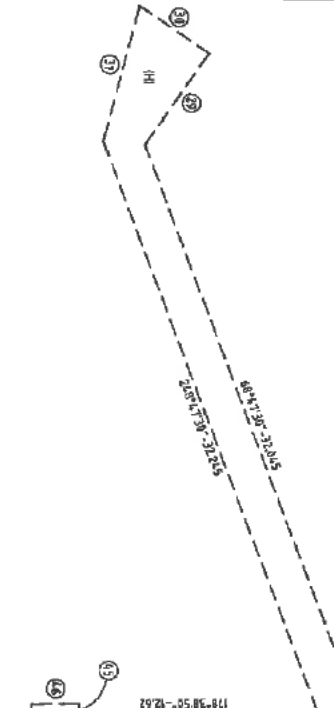


DIAGRAM 'B'
NOT TO SCALE

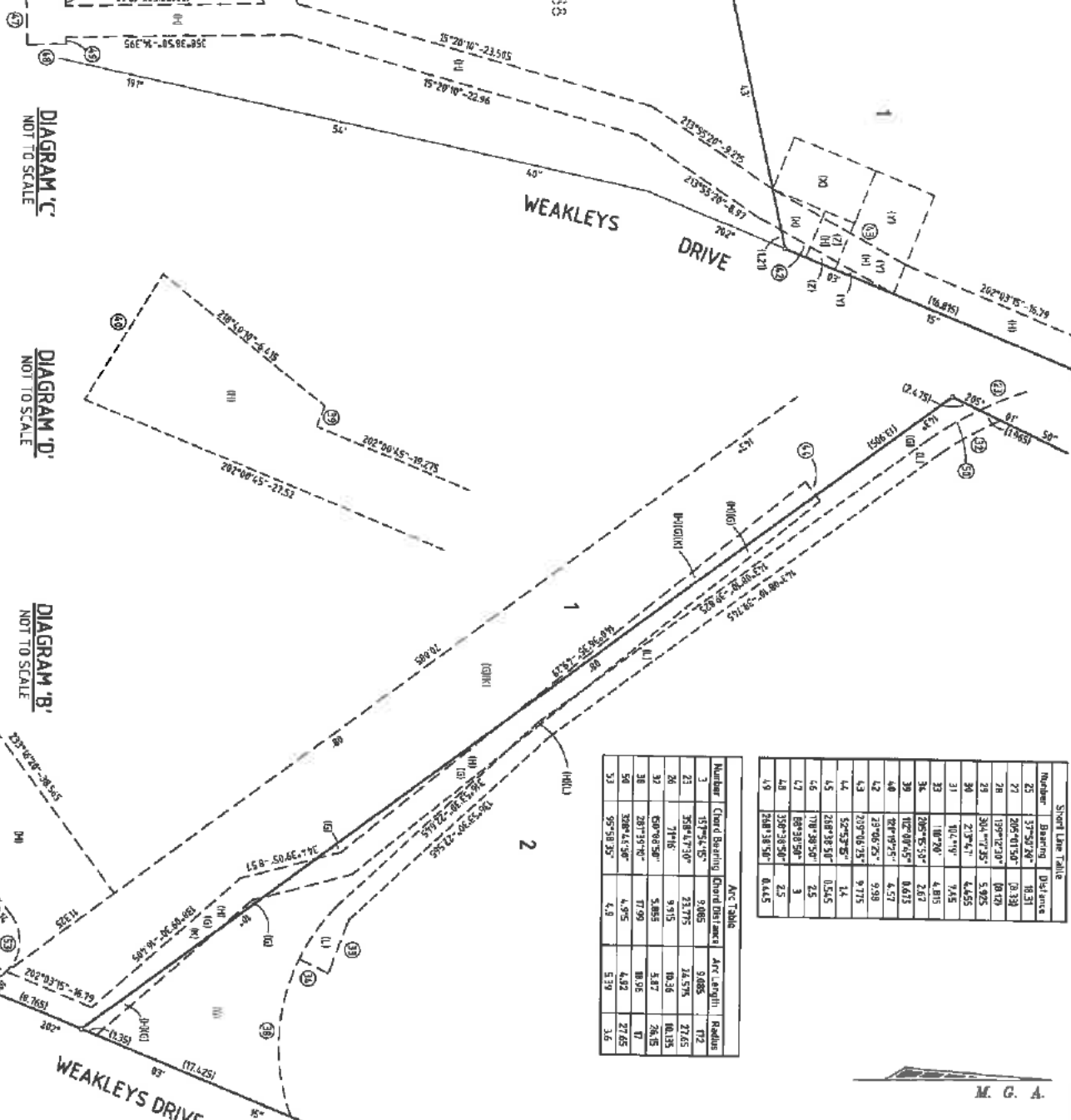


DIAGRAM 'C'
NOT TO SCALE

DIAGRAM 'D'
NOT TO SCALE

Number	Bearing	Distance	Arc Length	Radius
1	37°52'24"	18.31	0.333	172
2	205°01'50"	0.333	0.001	172
3	139°42'31"	0.420	0.001	172
4	304°44'25"	5.925	0.107	172
5	213°47'	4.655	0.082	172
6	102°19'	7.45	0.130	172
7	107°20'	4.915	0.085	172
8	102°04'52"	0.615	0.011	172
9	82°09'25"	4.57	0.079	172
10	237°00'29"	9.930	0.173	172
11	237°00'29"	9.715	0.169	172
12	52°52'25"	1.4	0.024	172
13	248°18'34"	0.545	0.009	172
14	178°58'50"	2.5	0.043	172
15	88°30'50"	3	0.052	172
16	350°31'50"	2.5	0.043	172
17	280°31'50"	2.5	0.043	172
18	95°58'35"	4.9	0.085	172
19	95°58'35"	4.9	0.085	172



Surveyor: REGAL DELFS
Date of Survey: 5TH SEPTEMBER 1988
Surveyor's Registration No: 18308

Location: MAITLAND THORNTON
Subdivision No: 151682
Lengths on the surface: Reduction factor 1988

Registered: 02.03.2017

DP1228940

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

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

Registered:  02.03.2017 Office Use Only

Office Use Only

Title System: TORRENS

DP1228940

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 111
 D.P.1214688 AND EASEMENTS WITHIN
 LOT 110 D.P.1214688

LGA: MAITLAND
 Locality: THORNTON
 Parish: ALNWICK
 County: NORTHUMBERLAND

Crown Lands NSW/Western Lands Office Approval

Survey Certificate

NIGEL DELFS

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.

I,
 of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292

Signature:

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

Date:

*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
 and the survey was completed on 5th September 2016

File Number:

*(b) The part of the land shown in the plan ("being" excluding A
)

Office:

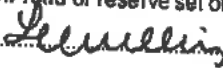
was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012* is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.

Subdivision Certificate

Leanne Harris

I,
 *Authorised Person/*General Manager/*Accredited Certifier, certify
 that the provisions of s 109.1 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed
 subdivision, new road or reserve set out herein.

*(c) The land shown in this plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.

Signature: 

Signature:  Dated: 17/1/17

Accreditation number:

Surveyor ID: 8232

Consent Authority: Maitland City Council

Datum Line: 'X' - 'Y'

Date of endorsement: 24.1.17

Type: *Urban/*Rural

Subdivision Certificate number: 151682

The terrain is *Level - Undulating / *Steep - Mountainous

File number: DA15 1682

*Strike through if inapplicable

* 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.

Statements of intention to dedicate public roads, public reserves and drainage reserves

Plans used in the preparation of survey/compilation

D.P. 1201450
 D.P. 1198838
 D.P. 1214688
 D.P. 1223668

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

If space is insufficient continue on PLAN FORM 6A

Surveyor's Reference: 16306

WARNING : Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

Registered



02.03.2017

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 111
 D.P.1214688 AND EASEMENTS WITHIN
 LOT 110 D.P.1214688**

DP1228940

- 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 : 151682
 Date of Endorsement : 24.1.17

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

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (G)
2. EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE (H)
3. EASEMENT FOR BATTER VARIABLE WIDTH (J)
4. EASEMENT FOR PIPELINE VARIABLE WIDTH (K)
5. EASEMENT FOR SERVICES 1.5 WIDE & VARIABLE (L)
6. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (M)
7. EASEMENT TO DRAIN WATER VARIABLE WIDTH (P)

TO RELEASE:-

1. EASEMENT FOR DRAINAGE OF SEWAGE 4 WIDE (D.P.883416)
2. EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE (D.P.1214688)
3. RIGHT OF CARRIAGEWAY 8 WIDE & VARIABLE WIDTH (D.P.1214688)

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	4	WEAKLEYS	DRIVE	THORNTON
2	2	WEAKLEYS	DRIVE	THORNTON

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16306

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)

Office Use Only

Office Use Only

Registered  02.03.2017

DP1228940

PLAN OF SUBDIVISION OF LOT 111
D.P.1214688 AND EASEMENTS WITHIN
LOT 110 D.P.1214688

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses See 80(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 : 151682

Date of Endorsement : 24.1.17

EXECUTED by PUMA ENERGY)
 (AUSTRALIA) ASSET HOLDINGS)
 PTY LIMITED)
 (A.C.N. 167 119 020))
 in accordance with Section 127 of)
 the Corporations Act)


 Name: Raymond Lance Taylor

Position: DIRECTOR


 Name: Eugene Mervyn du Plessis

Position: DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16306



PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Registered  02.03.2017

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PLAN OF SUBDIVISION OF LOT 111
D.P.1214688 AND EASEMENTS WITHIN
LOT 110 D.P.1214688

DP1228940



- 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 : 151682

Date of Endorsement : 24.1.17

EXECUTED BY HUNTER WATER CORPORATION:

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 4895 No. 750


.....
Attorney Signature

.....
Witness Signature

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16306

not a

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

Registered



02.03.2017

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DP1228940

PLAN OF SUBDIVISION OF LOT 111
D.P.1214688 AND EASEMENTS WITHIN
LOT 110 D.P.1214688

- 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 : 151682

Date of Endorsement : 24.1.17

EXECUTED by AVALON RURAL)
HOLDINGS PTY LIMITED)
(A.C.N. 002 294 911))
in accordance with Section 127 of)
the Corporations Act)


Name: Hilson Ross

Position: DIRECTOR


Name: Geoffrey William

Position: DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16306


PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

Office Use Only
Registered  02.03.2017

Office Use Only
DP1228940

**PLAN OF SUBDIVISION OF LOT 111
D.P.1214688 AND EASEMENTS WITHIN
LOT 110 D.P.1214688**

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 : 131682
Date of Endorsement : 24.1.17


EXECUTED BY WESTPAC BANKING CORPORATION:

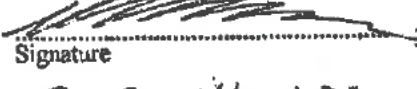
I certify that the Attorney for the Mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this,

Westpac Banking Corporation
ABN 33 007 457 141 ~~has my consent~~
to the within

- ~~Limit Plan~~ • ~~Lease~~
- ~~Instrument~~ • ~~Deed~~

in my presence.


Signature of Witness


Signature

SCOTT HERRMANN
Name of Witness

Geoff Hynes
Name of Attorney
TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332
*Delete whichever not applicable

Level 2, 27 Donald St
Hamilton
NSW 2303

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16306

ePlan

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

Sheet 1 of 11

Plan:

DP1228940

Plan of Subdivision of Lot 111 D.P.1214688
 and Easements within Lot 110 D.P.1214688
 Covered by Subdivision Certificate No. 151692
 Dated 24.1.17

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

Puma Energy (Australia) Assets Holdings Pty Ltd
 (ACN 167 119 020)
 Level 1, North Tower, Green Square
 515 St Pauls Terrace
 Fortitude Valley QLD 4006

Avalon Rural Holdings Pty Limited
 (ACN 002 294 911)
 1 Hartley Drive
 Thornton NSW 2322

Part 1 (Creation)

Number of item shown in the Intention panel on the Plan	Identity of easement profit a prendre , restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Right of Carriageway Variable Width (G)	1 2 110/1214688	2,110/1214688 1, 110/1214688 1 & 2
2	Easement to Drain Water 2 Wide & Variable (H)	2 1 110/1214688	1 2 1 & 2
3	Easement for Batter Variable Width (J)	110/1214688	1
4	Easement for Pipeline Variable Width (K)	1	Hunter Water Corporation (ABN 46 228 513 446)
5	Easement for Services 1.5 Wide & Variable (L)	2	1
6	Right of Carriageway Variable Width (M)	1	110/1214688
7	Easement to Drain Water Variable Width	110/1214688	1

Plan:

DP1228940

Plan of Subdivision of Lot 111 D.P.1214688
and Easements within Lot 110 D.P.1214688
Covered by Subdivision Certificate No. 151682
Dated 24.1.17

Part 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre , restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Easement for Drainage of Sewage 4 Wide (vide D.P.883416)	111/1214688	Hunter Water Corporation (ABN 46 228 513 446)
2	Easement to Drain Water 2 Wide & Variable (vide D.P.1214688)	110/1214688	111/1214688
3	Right of Carriageway 8 Wide & Variable Width (vide D.P.1214688)	111/1214688	110/1214688

Part 2 (Terms)

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

Part A

Definitions and interpretation

1 (a) 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; and
- (iii) successors and assigns which are authorised to carry out the functions under the *Hunter Water Act 1991 (NSW)*, and

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 (NSW)*.

Consequential Loss means any loss of profits, sales, turnover, reputation (or damage to it), production, anticipated savings, goodwill, business opportunities, customers, data or increased cost of working but for the avoidance of doubt does not include any rebates or compensation Hunter Water is required to pay to its customers.

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.

Plan:

DP1228940

Plan of Subdivision of Lot 111 D.P.1214688
and Easements within Lot 110 D.P.1214688
Covered by Subdivision Certificate No. 151682
Dated 24.1.17

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 of the Pipeline and Ancillary Works, its successors and assigns.

Hunter Water Activities has the meaning given in clause 2.

Interfere includes any actual or potential interference.

Liability or Liabilities means actions, causes of action, suits, arbitrations, damages, debts, dues, losses, costs (including legal costs on an indemnity basis, whether or not the subject of a Court order), claims, demands, verdicts and judgments either at law or in equity or arising under a statute, expenses and other liabilities (whether in contract, tort (including negligence) or otherwise).

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

Person includes a body corporate.

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

Part B

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;
 - (b) convey or permit the conveyance of water, recycled water, effluent or sewage through the Pipeline within the Easement Site; and
 - (c) carry out such other works on the Easement Site for the purpose of operating, removing, extending, expanding, connecting, disconnecting or improving the Pipeline and/or Ancillary Works,

(Hunter Water Activities).

Part C

General provisions of easement

- 3 For the purpose of exercising its rights under this easement, Hunter Water and its Authorised Users, may:
- (a) enter the Lot Burdened, with or without vehicles, plant and equipment, for any purpose permitted by this easement;

1

Plan:

DP1228940

Plan of Subdivision of Lot 111 D.P.1214688
and Easements within Lot 110 D.P.1214688
Covered by Subdivision Certificate No. 151682
Dated 24.1.17

- (b) park vehicles, plant and equipment within or nearby the Easement Site provided that access by other Persons is not unreasonably hindered;
 - (c) do anything reasonably necessary to obtain access to and pass along the Easement Site; and
 - (d) 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) in exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened and the Burdened Owner's reasonable use or occupation of the Lot Burdened is not impeded; and
 - (b) if Hunter Water in exercising its rights under the easement is required to break open and remove any concrete or bitumen covering the surface of the Easement Site, then Hunter Water is only required to reinstate the affected area within the Easement Site with bitumen.
- 5A The Burdened Owner covenants with Hunter Water that upon completion of any works under clause 5(b) and prior to using or accessing the Easement Site, the Burdened Owner must at its cost assess the suitability of the affected area for its required use and must undertake any further works required to make good the affected area.
- 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:
 - (i) Interfere with, damage, or destroy;
 - (ii) Interfere with the effective operation of; or
 - (iii) obstruct or delay access to,
the Pipeline or any Ancillary Work;
 - (b) obstruct or delay 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.
- 7 Neither party will be liable for any Consequential Loss which arises in connection with the Pipeline, the Ancillary Works or the Hunter Water Activities being undertaken on the Lot Burdened.
8. Despite clauses 3 and 5, Hunter Water reserves the right to close the whole or any part of the Easement

Plan:

DP1228940

Plan of Subdivision of Lot 111 D.P.1214688
and Easements within Lot 110 D.P.1214688
Covered by Subdivision Certificate No. **151682**
Dated **24.1.17**

Site to enable Hunter Water or its Authorised Users to have unimpeded access for the Hunter Water Activities or any other operational purposes in the proper exercise of its functions, duties or powers, pursuant to any legislation including the Hunter Water Act 1991 (NSW).

9. The Burdened Owner acknowledges that this easement or anything done under this easement:
- (a) is not to be taken as approval or consent by Hunter Water as a regulatory authority; and
 - (b) does not in any way inhibit, deter or prejudice Hunter Water in the proper exercise of its functions, duties or powers, pursuant to any legislation including the Hunter Water Act 1991 (NSW).
10. The Burdened Owner hereby unconditionally and irrevocably:
- (a) releases Hunter Water and its Authorised Users (each an indemnified party) to the full extent permitted by law from all Liabilities arising out of or in connection with any death, injury, accident or damage to, or loss of property (including property of an indemnified party) caused or contributed to by:
 - (i) the exercise or attempted exercise of the rights hereby granted by Hunter Water and its Authorised Users in accordance with this easement; or
 - (ii) any occurrence arising or in connection with the exercise of the rights hereby granted,
except to the extent that the breach of this easement by Hunter Water or negligent or wilful act or omission of Hunter Water or its Authorised Users has contributed to the Liability; and
 - (b) indemnifies and must keep indemnified each indemnified party from and against, all Liabilities arising out of or in connection with any death, injury, accident or damage to, or loss of property (including property of an indemnified party) caused or contributed by:
 - (i) any act or omission by the Burdened Owner in connection with the Hunter Water Activities;
or
 - (ii) any breach of any provision of this easement by the Burdened Owner,
except to the extent that the breach of this easement by Hunter Water or negligent or wilful act or omission of Hunter Water or its Authorised Users has contributed to the Liability.
 - (c) The Burdened Owner shall pay to Hunter Water immediately upon demand, any amounts payable in accordance with clause 10(b).
 - (d) Despite anything to the contrary, any Liability of the Burdened Owner under this easement or in relation to the rights and obligations relating to this easement and the Pipeline (including the Hunter Water Activities) is limited to the Burdened Lot owned by the Burdened Owner and a Burdened Owner is not liable to Hunter Water or its Authorised Users to the extent that another Burdened Owner is liable under this easement or at law.

2

ePlan

Sheet 6 of 11

Plan:

DP1228940

Plan of Subdivision of Lot 111 D.P.1214688
and Easements within Lot 110 D.P.1214688
Covered by Subdivision Certificate No. 151682
Dated 24.1.17

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

- A. Full and Free right for every person who is at any time entitled to an estate or an interest in possession in the land benefited or any part thereof with which the rights shall be capable of enjoyment, and every person authorised by that person, to go, pass and repass at all times and for all purposes with or without vehicles to and from the land benefited or any part thereof.
- B. The proprietor of the land burdened shall at all times ensure that the land burdened shall be trafficable and passable and that any structures within the land burdened shall be constructed or modified at the cost of the proprietor of the land burdened in such a way so as not to impede the full and free use of the land burdened by the persons benefited.
- C. The proprietor of the land burdened must, at its own cost, relocate, upgrade, protect and generally be responsible for any of its infrastructure on the burdened land. Furthermore any repercussions in the construction, care, maintenance or replacement of the pavement to be constructed in the burdened land including depth of pavement to be constructed as a result or contributed by the presence and function of the infrastructure of the proprietor burdened in the burdened land, beyond that which is the minimum specification of what is required for a pavement capable of sustaining industrial use, is at the cost of the burdened land."

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1.2 & 6 in the plan.

The owner of the Lots benefitted and burdened with the concurrence of Maitland Council

Name of person empowered to release, vary or modify restriction or positive covenant numbered 4 in the plan.

Hunter Water Corporation
(ABN 46 228 513 446)

2

ePlan

Sheet 7 of 10
11

Plan:

DP1228940

Plan of Subdivision of Lot 111 D.P.1214688
and Easements within Lot 110 D.P.1214688
Covered by Subdivision Certificate No. 151682
Dated 24.1.17

EXECUTED by PUMA ENERGY (AUSTRALIA)
ASSETS HOLDINGS PTY LTD
(ACN 167 119 020) in accordance with
Section 127 of the Corporations Act.



Name: **Raymond Lance Taylor**

Position: **DIRECTOR**



Name: **Eugene Mervyn du Plessis**

Position: **DIRECTOR**


Ray

Plan:


DP1228940

Plan of Subdivision of Lot 111 D.P.1214688
and Easements within Lot 110 D.P.1214688
Covered by Subdivision Certificate No. 151682
Dated 24.1.17

EXECUTED by AVALON RURAL
HOLDINGS PTY LTD
(ACN 002 294 911) in accordance with
Section 127 of the Corporations Act.


.....
Name: *HILSON ROSS CURCIVAN*

Position: *DIRECTOR*


.....
Name: *GEORGEY WILLIAM O'SHEA*

Position: *DIRECTOR*

Plan:

DP1228940

Plan of Subdivision of Lot 111 D.P.1214688
and Easements within Lot 110 D.P.1214688
Covered by Subdivision Certificate No. 151682
Dated 24.1.17

EXECUTED BY WESTPAC BANKING CORPORATION

I certify that the Attorney for the
Mortgages, with which I am personally
acquainted or as to whose identity I am
otherwise satisfied, signed this.

.....
in my presence.

.....
Signature of Witness

SCOTT HERDMANN
.....
Name of Witness

Level 2, 27 Donald St
.....
Address of Witness
Hamilton, NSW,
2303

Westpac Banking Corporation
ABN 33 007 457 141 hereby consents
to the within

- Limit Plan
- Lease
- Instrument
- Trust

.....
Signature

GEORGE HYNES
.....
Name of Attorney
TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 429919332
Delete whichever not applicable.

ePlan

Sheet 1 of 11

Plan:

DP1228940

Plan of Subdivision of Lot 111 D.P.1214688
and Easements within Lot 110 D.P.1214688
Covered by Subdivision Certificate No. 151682
Dated 24.1.17

Executed by HUNTER WATER CORPORATION
by its attorney **PETER JAMES KEMBEY**

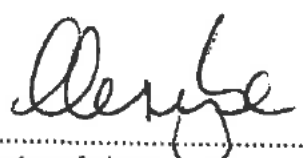


Pursuant to Power of Attorney Book 4695 No. 750

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

Cheryl Louise Eube
Solicitor
36 Honeysuckle Drive, Newcastle

Name of witness (BLOCK LETTERS)



Signature of witness



Plan:

DP1228940

Plan of Subdivision of Lot 111 D.P.1214688
and Easements within Lot 110 D.P.1214688
Covered by Subdivision Certificate No. 151682
Dated 24.1.17

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

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

Lianne Harris
Signature of delegate

LIANNE HARRIS
Name of delegate (BLOCK LETTERS)

K. Schroder
Signature of Witness

KAREN SCHRODER
Name of Witness (BLOCK LETTERS)

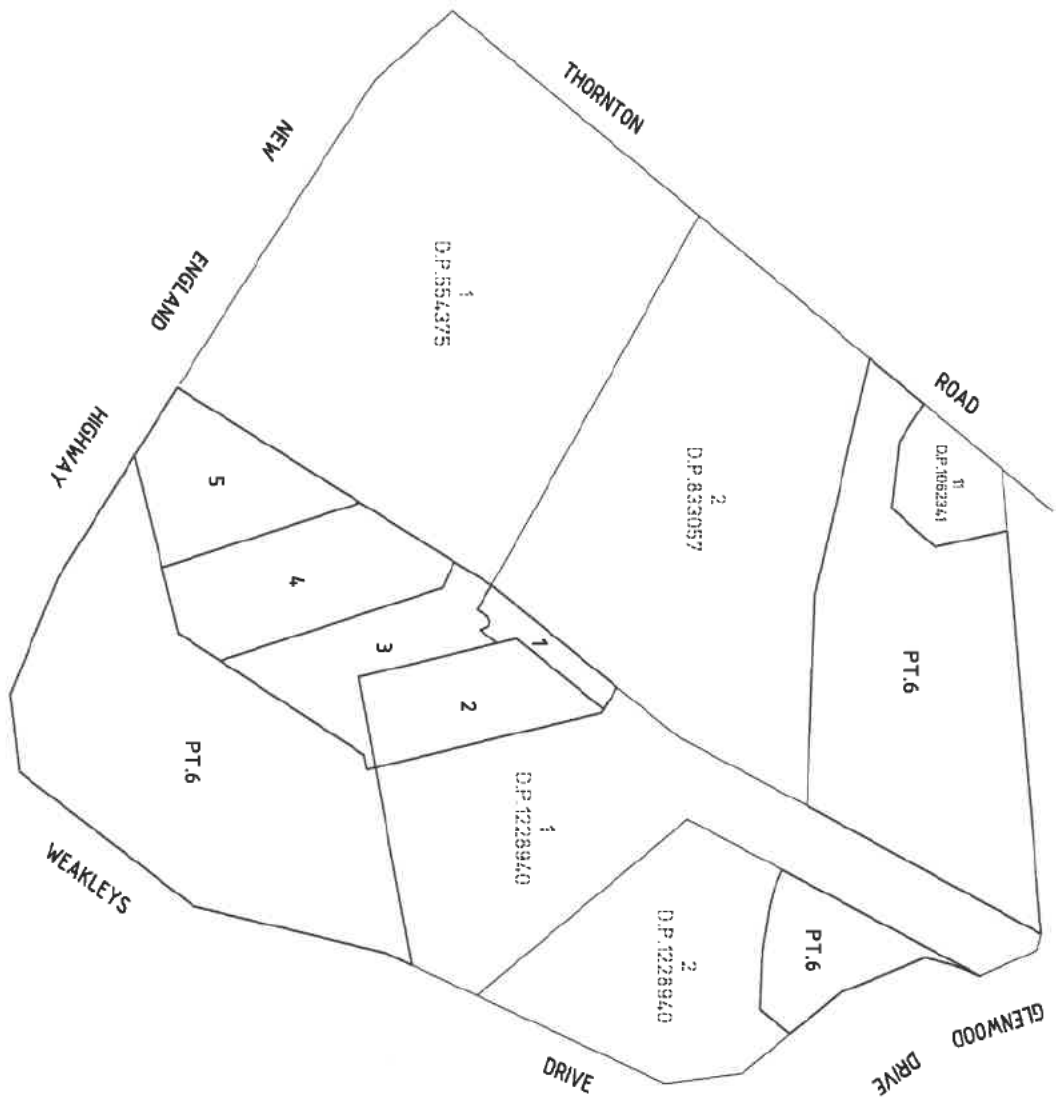
285 HIGH ST

MAITLAND

Address of Witness (BLOCK LETTERS)

Surveyor's Reference: 17452

PLAN FORM 4 (A2)



LOCATION DIAGRAM
SCALE 1:1000

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

dp2m

SHEET 1 OF 4 SHEETS

THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME. FOR DETAILS OF UPDATED AND ADDITIONAL AND REPLACEMENT SHEETS SEE SCHEDULE BELOW

LOT No	DETAILS	SHEET No
SCHEDULE OF CHANGES TO THE SCHEME		

Subdivision Certificate No: 1906570 Date: 10.2.2020 Surveyor: NGEL DELFS Surveyor Ref: 17452 Registered: 11.3.2020	COMMUNITY/REGINOTNENHIBURHOBB PLAN DP271267
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PLAN FORM 2 (A2)

(S.C.I.M.S.)

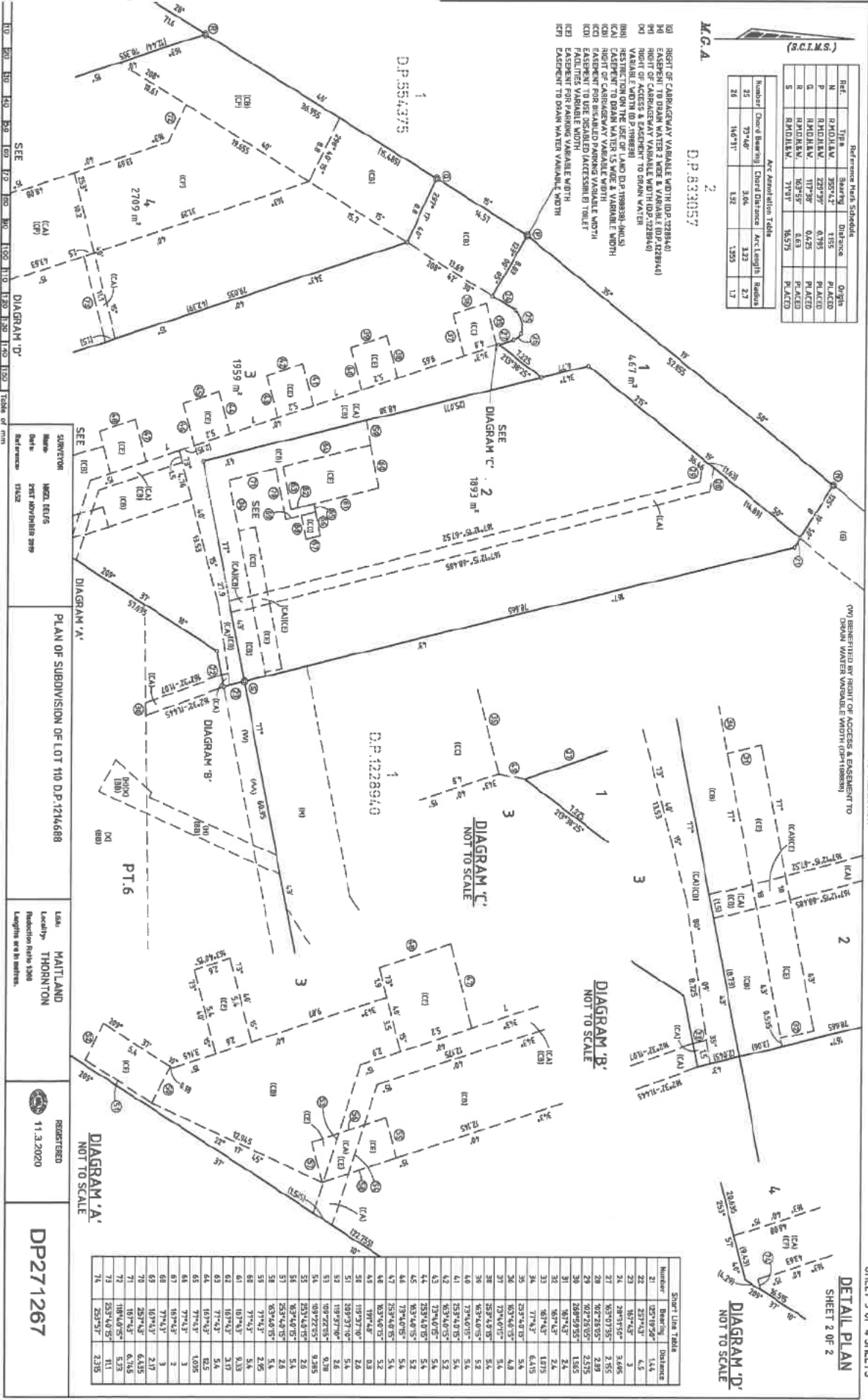
Ref.	Type	Starting	Distance	Origin
N	ROADWAY	39574.2	185	PLACED
P	ROADWAY	22979.3	6795	PLACED
Q	ROADWAY	11779	0.25	PLACED
R	ROADWAY	93759	8.63	PLACED
S	ROADWAY	16375	8.575	PLACED

Number	Chord Bearing	Chord Distance	Arc Length	Radius
21	70°46'	3.64	3.22	2.7
24	146°31'	1.92	1.99	1.7

M.C.A.

D.P. 823057

- (G) RIGHT OF CARBONARY VARIABLE WIDTH (D.P. 228840)
- (H) EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE (D.P. 228840)
- (I) RIGHT OF CARBONARY VARIABLE WIDTH (D.P. 228840)
- (J) VARIABLE WIDTH (D.P. 228840) TO DRAIN WATER
- (K) RESTRICTION ON THE USE OF LAND (D.P. 228840)
- (L) EASEMENT TO DRAIN WATER 15 WIDE & VARIABLE WIDTH
- (M) RIGHT OF CARBONARY VARIABLE WIDTH
- (N) RESTRICTION ON THE USE OF LAND (D.P. 228840)
- (O) EASEMENT TO USE DISABLED ACCESSIBLE TOILET
- (P) FACILITIES VARIABLE WIDTH
- (Q) EASEMENT FOR PARKING VARIABLE WIDTH
- (R) EASEMENT TO DRAIN WATER VARIABLE WIDTH



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

epfm

SHEET 3 OF 4 SHEETS

DETAIL PLAN

SHEET 2 OF 2

Subsector	Name	Area	Date	Reference
NSW	NSW	2021	2021	2021

PLAN OF SUBDIVISION OF LOT 110 D.P. 1214688

Local by MATTLAND THORNTON

REGISTERED 11.3.2020

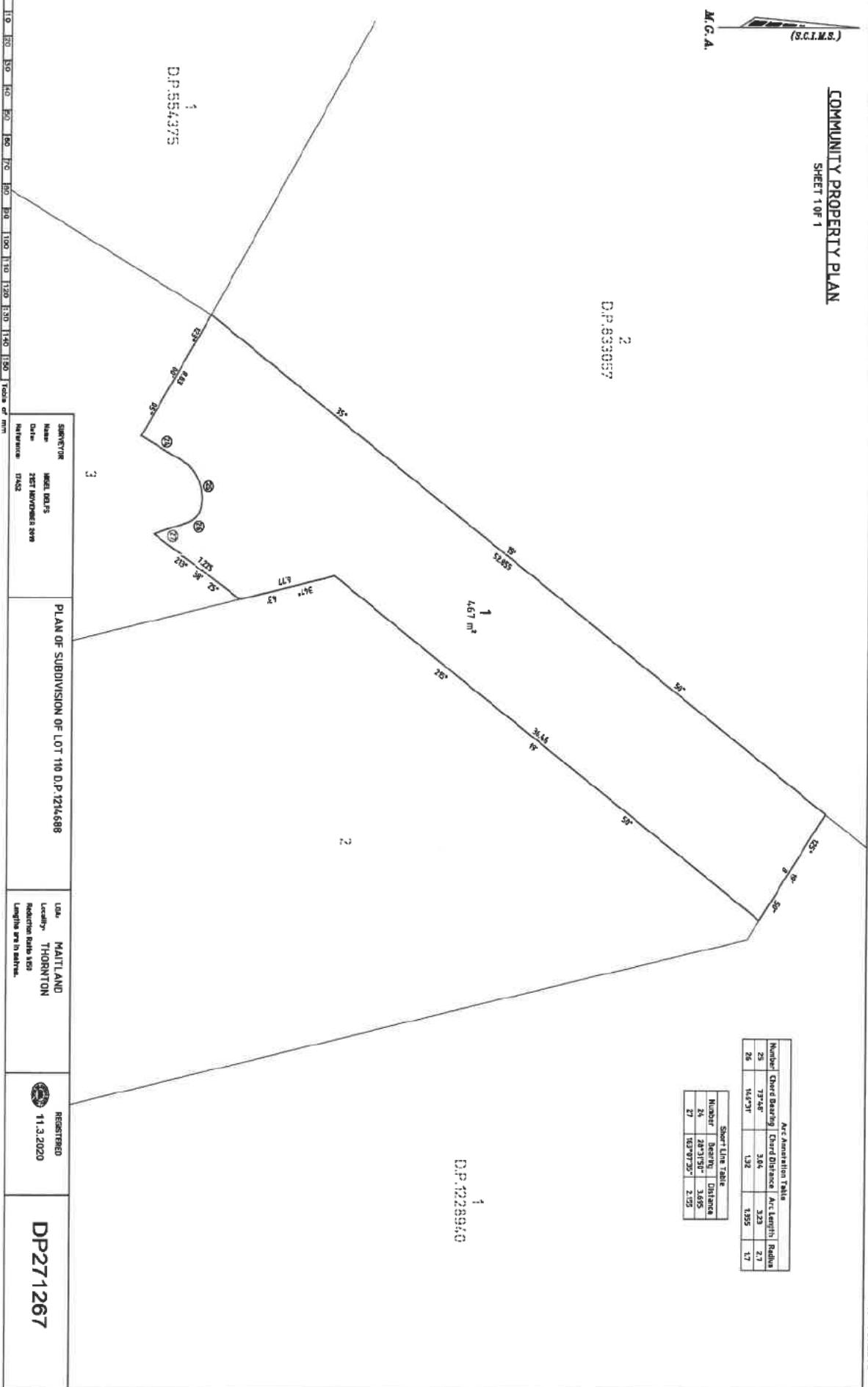
DP271267

Number	Bearing	Distance
1	125°12'30"	1.14
2	125°12'30"	1.14
3	167°42'	3.605
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74	167°42'	3.605
75	167°42'	3.605
76	167°42'	3.605

(S.C.I.M.S.)

M.C.A.

COMMUNITY PROPERTY PLAN
 SHEET 1 OF 1



Arc Annotation Table				
Number	Bearing	Chord Distance	Arc Length	Radius
25	37° 45'	3.64	2.23	2.17
26	144° 31'	1.28	1.95	1.7

Short Line Table		
Number	Bearing	Distance
25	48° 31' 28"	3.645
27	129° 01' 25"	2.125

SUBDIVISION	MODEL DOTS
Name	2827 (MAY 2018) 2827
Date	2827 (MAY 2018) 2827
Reference	TRACS



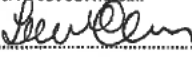
PLAN OF SUBDIVISION OF LOT 110 D.P. 1214688

LOCALITY: MAITLAND
 LOCALITY: THORNTON
 Reduction Ratio: 1:500
 Lengths are in metres.


REGISTERED
 11.3.2020

DP271267



PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered:  11.3.2020 Title System: TORRENS	Office Use Only <h1 style="text-align: center;">DP271267</h1> (DOC.A)	
PLAN OF SUBDIVISION OF LOT 110 D.P.1214688	LGA: MAITLAND Locality: THORNTON Parish: ALNWICK County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, <u>NIGEL DELFS</u> of <u>Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>21ST NOVEMBER 2019</u> , or *(b) The part of the land shown in the plan ("being/excluding") was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: <u>'X'...'Y'</u> Type: *Urban/*Rural The terrain is *Level-Undulating / * Steep-Mountainous . Signature:  Dated: <u>28/11/19</u> Surveyor Identification No: <u>8232</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation. D.P.1198838 D.P.1214688 D.P.1228940	<p style="text-align: center;">Subdivision Certificate</p> I, <u>LEANNE HARRIS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number Consent Authority: <u>Maitland City Council</u> Date of endorsement: <u>10.2.20</u> Subdivision Certificate number: <u>190670</u> File number: <u>DA19 0670</u> * Strike through if inapplicable	
Surveyor's Reference: 17452	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Office Use Only Registered:  11.3.2020	Office Use Only <h1 style="margin: 0;">DP271267</h1>
PLAN OF SUBDIVISION OF LOT 110 D.P.1214688	(DOC.A)
Subdivision Certificate number : <u>190670</u> Date of Endorsement : <u>10.2.20</u>	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE WIDTH (CA)
2. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (CB)
3. EASEMENT FOR DISABLED PARKING VARIABLE WIDTH (CC)
4. EASEMENT TO USE DISABLED (ACCESSIBLE) TOILET FACILITIES VARIABLE WIDTH (CD)
5. EASEMENT FOR PARKING ~~SEE~~ VARIABLE WIDTH (CE)
6. EASEMENT TO DRAIN WATER VARIABLE WIDTH (CF)

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	6	Weatleys	Drive	THORNTON
2	6A	Weatleys	Drive	THORNTON
3	6B	Weatleys	Drive	THORNTON
4	6C	Weatleys	Drive	THORNTON
5	6D	Weatleys	Drive	THORNTON
6	8	Weatleys	Drive	THORNTON

EXECUTED by TEAKMILL)
 PTY LTD)
 (A.C.N. 050 287 753))
 in accordance with Section 127 of)
 the Corporations Act)

.....
 Name: WILSON ROSS GIRDLEON
 Position: SOLE DIRECTOR

.....
 Name:
 Position:

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17452

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
----------------------------	--	-----------------------

Registered: 11.3.2020 PLAN OF SUBDIVISION OF LOT 110 D.P.1214688	Office Use Only <h1 style="margin: 0;">DP271267</h1> Office Use Only (DOC.A)
Subdivision Certificate number : <u>190670</u> Date of Endorsement : <u>10.2.20</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of Intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - See 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED BY WESTPAC BANKING CORPORATION

I certify that the Attorney for the Mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this.

PLAN OF SUBDIVISION
 in my presence.

Signature of Witness

Don Lucas
 Name of Witness

LEVEL 2, 27 DONALD STREET
 Address of Witness HAMILTON NSW 2303

Westpac Banking Corporation
 ABN 33 007 457 141 hereby consents
 to the within

* ~~Lien Plan~~ * ~~Trust~~
 * ~~Instrument~~ * ~~Deed~~

Signature

GRAEME NEIL GROGAN
 Name of Attorney
 TIER THREE ATTORNEY
 UNDER POWER OF ATTORNEY
 BOOK 4299 NO 332

*Delete whichever not applicable.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17452

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(DOCUMENT 1)

Sheet 1 of 4

Plan: **DP271267**

Plan of Subdivision of Lot 110 in D.P.1214688
Covered by Subdivision Certificate No. **190670**

Full name and address
of the owner of the land:

Teakmill Pty Ltd
A.C.N. 050 287 753
of 1 Hartley Drive, Thornton

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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 & Variable Width (CA)	2 3 6 4	1,3 1,2 1,2,3 2,3
2	Right of Carriageway Variable Width (CB)	2 3 4	3 2,4 5
3	Easement for Disabled Parking Variable Width (CC)	3	2
4	Easement to Use Disabled (Accessible) Toilet Facilities Variable Width (CD)	2	3
5	Easement for Parking Variable Width (CE)	2 3	3 2
6	Easement to Drain Water Variable Width (CF)	4	5

Part 2 (Terms)

Terms of easement, profit a prendre, restriction, or positive covenant numbered 3 in the plan:

Full and free right for the body in whose favour this easement is created, and every person authorised by it, to utilise the area designated (CC) for the purposes of disabled parking provided such area is not already in use as a disabled car park by another user.

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

- 1 The owner of the Lot benefitted may use the Disabled (accessible) Toilet facility for the purpose for which it is designed and installed and may do anything reasonably necessary for and ancillary to that purpose including entering and leaving the Lot burdened and using devices such as wheelchairs and with assistance animals (as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth).
- 2 In exercising those powers, the owner of the Lot benefitted must:
 - (a) cause as little inconvenience as is practicable to the owner and any occupier of the Lot burdened, and

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(DOCUMENT 1)
Sheet 2 of 4

Plan: **DP271267**

Plan of Subdivision of Lot 110 in D.P.1214688
Covered by Subdivision Certificate No. **190670**

- (b) be mindful of the requirements of others who may need to use the facility and to do so in a reasonable and hygienic manner, and
- (c) cause as little damage as is practicable to the Lot burdened and any improvement on it, and
- (d) make good any collateral damage caused by the use of the Lot burdened; and
- (e) do so in accordance with the relevant By-Law contained in the Community Management Statement

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

Full and free right for the body in whose favour this easement is created, and every person authorised by it, to utilise the area designated (CE) for the purposes of parking provided such area is not already in use as a car park by another user.

EXECUTED by TEAKMILL PTY LTD
(A.C.N. 050 287 753) in accordance with
Section 127 of the Corporations Act.



.....
Signature of Sole Director/Secretary

HILTON ROSS GRIMEON

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

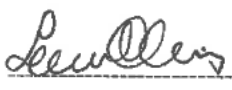
(DOCUMENT 1)
Sheet 3 of 4

Plan: **DP271267**

Plan of Subdivision of Lot 110 in D.P.1214688
Covered by Subdivision Certificate No. **190670**

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

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



Signature of delegate

LEANNE HARRIS

Name of delegate (BLOCK LETTERS)



Signature of Witness

KAREN SCHRODER

Name of Witness (BLOCK LETTERS)

285 HIGH STREET MAITLAND

Address of Witness (BLOCK LETTERS)

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(DOCUMENT 1)
Sheet 4 of 4

Plan: **DP271267**

Plan of Subdivision of Lot 110 in D.P.1214688
Covered by Subdivision Certificate No. **190670**

EXECUTED by WESTPAC BANKING CORPORATION

I certify that the Attorney for the Mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this.

~~INSTRUMENT SETTING OUT TERMS OF EASEMENT~~
in my presence.

[Signature]
Signature of Witness

[Signature]
Name of Witness

LEVEL 2, 27 DONALD STREET
Address of Witness
HAMILTON NSW

Westpac Banking Corporation
ABN 33 007 457 141 hereby consents to the within

- * ~~Loan Plan~~ * ~~Lease~~
- * ~~Instrument~~ * ~~Deed~~

[Signature]
Signature

GENE NEIL CROUCH
Name of Attorney

**TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332**
*Delete whichever not applicable.

DP271267

COMMUNITY MANAGEMENT STATEMENT SUBDIVISION OF LOT 110 DP1214688

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PART 6 DEFINITIONS, INTERPRETATION AND GENERAL

Approved Form 28
COMMUNITY SCHEME WITHIN LOT 24 D.P.1167569
COMMUNITY LAND DEVELOPMENT ACT, 1989
COMMUNITY LAND MANAGEMENT ACT, 1989

COMMUNITY MANAGEMENT STATEMENT

The terms of this management statement are binding on the community association, each subsidiary body within the community scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a community development lot, precinct development lot, community lot or strata lot within the community scheme.

PART 1

BY-LAW 1: BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-Laws relate to the control and preservation of the essence or theme of the Community Scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association (see Section 17(2) of Management Act).

- 1.1 The purpose of the Community Scheme is to provide for the use and operation of the land in the form of a commercial estate.
- 1.2 The Association, Owners and Occupiers will use their endeavors to ensure that all activities carried on at the Community Parcel are consistent with the theme.

BY-LAW 2: ARCHITECTURAL STANDARDS AND LANDSCAPING STANDARDS

- 2.1 The Community Association does not propose to prescribe landscaping and architectural standards different to any such standards imposed by the Council when giving consent to the Community Scheme.
- 2.2 Each proprietor of a lot must comply with the landscaping and architectural requirements of the Council so far as they concern a lot in the Community Scheme.

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BY-LAW 3: DISABLED TOILET USE

- 3.1 A proprietor or occupier of a Lot must, if using the Disabled Toilet, ensure the Disabled Toilet and the area of access to the Disabled Toilet as detailed on the Community Plan (is left after use in a clean and tidy condition.
- 3.2 The Community Association must organize the cleaning and if required repair and maintenance of the Disabled Toilet so that the Toilet is in a clean and tidy condition and the costs of such will be borne by the proprietors of the Lots in accordance with their entitlements.
- 3.3 The Community Association must ensure that the Disabled Toilet is kept secure.
- 3.4 The Lot Proprietor of Lot 2 will ensure that the Disabled Toilet is always available for use as a Disabled Toilet and is not changed in use in any manner without the written permission of the Community Association.

BY-LAW 4: MAINTENANCE AND USE OF LANDSCAPED AREAS

- 4.1 A proprietor or occupier of a Lot must keep the landscaped areas of the Lot clean and tidy and in good repair and condition.
- 4.2 A proprietor or occupier of a Lot must carry out all maintenance and repairs in a proper and workmanlike manner to the reasonable satisfaction of the Community Association.
- 4.3 A proprietor or occupier of a Lot must not construct, install, maintain or allow to remain on any Lot any item which in the reasonable opinion of the Community Association is not in keeping with the building or the landscaped areas of the Lot.

BY-LAW 5: USE OF THE COMMUNITY PARCEL

- 5.1 Owner's and Occupiers must, unless otherwise directed or permitted by the Association use, effect all maintenance and repairs to the Lot and improvements on the Lot in accordance with the terms of this Management Statement and in compliance with any development consent conditions issued by Council.
- 5.2 Where an Owner fails to maintain their Lot in accordance with this Management Statement to a standard acceptable to the Association, the Association may maintain the Lot, at the expense of that Lot Owner. The Association may recover any money owing to it by an Owner for the maintenance of the Lot, as if it were a debt under By-Law 23.

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PART 2

BY-LAW 6: RESTRICTED COMMUNITY PROPERTY

These by-laws may only be amended after the expiry of the initial period by a special resolution and with the written consent of each person entitled by the by-law to use the restricted community property (see Section 54 of Management Act).

6.1 There is no restricted property within the Community Scheme.

PART 3

MANDATORY MATTERS

BY-LAW 7: OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS

7.1 Part of the Community Property has been set apart as Open Access Way.

7.2 The Community Association is responsible for the control, management, use and maintenance of the open Access Way and the street lighting for the Open Access Way.

7.3 There are no Private Access Ways within Community Scheme.

BY-LAW 8: PERMITTED USES OF AND SPECIAL FACILITIES ON THE COMMUNITY PROPERTY

8.1 There are no special facilities provided on the Community Property.

8.2 The Community Association may appoint a contractor who will be responsible for the maintenance of the lawn and gardens within the Community Property.

8.3 All lot owners in the Community Scheme have equal rights to the quiet enjoyment of the Community Property.

BY-LAW 9: INTERNAL FENCING

9.1 A proprietor or occupier of a Lot may fix or place a fence on that Lot provided that:

(a) is consistent with the theme (if any) of the Community Scheme; and

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- (b) the approval of the Council has been given (if required); and
- (c) the proprietor or occupier of that Lot is at its cost responsible for the maintenance, installation and removal of such fence; and
- (d) it is of a kind commonly or usually used in a commercial development.

BY-LAW 10: GARBAGE

10.1 A proprietor or occupier of a Lot:-

- (a) will retain its garbage in its own building unless written agreement by Community Association; and
- (b) shall at all times meet the requirements of the relevant authority and the Community Association.

BY-LAW 11: SERVICES

- 11.1 Water and sewer services will be supplied by Hunter Water Corporation to the boundary of the lot owned by the Community Association. The Community Association is responsible for the provision and maintenance of the internal water and sewer services and for the payment of Hunter Water Corporation accounts.
- 11.2 Electricity will be delivered to the scheme by Ausgrid or its successor.
- 11.3 All the internal lines of these services within the Community Property will be maintained by the Community Association.
- 11.4 Other services may be provided to any Community Lot at the expense of the proprietor of the Lot(s) benefiting from the service. These services may be located within the Community Property with the consent of the Community Association. This consent shall not be withheld provided that the Community Association is given satisfactory written assurance that:-
 - (a) the services are located a minimum 400mm below ground level at the time of construction of the service line;
 - (b) construction of the service facilities will not interfere with existing services;

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- (c) the location of the services will result in no loss to any Lot proprietors or the Community;
- (d) any existing amenity or enjoyment right is preserved;
- (e) all reasonable precautions are taken to ensure as little disturbance as reasonably possible to other owners of lots in the association and the surface will be restored to as close as possible to its original condition.

11.5

44.4. Statutory Easements are created pursuant to Community Land Development Act 1989 over the stormwater, Sewer, Electricity and water services as shown on the service diagram attached. ^{to be} _{NBN}

BY-LAW 12: INSURANCE

12.1 The Community Association must review, on an annual basis:-

- (i) All insurances effected by it; and
- (ii) The need for new or additional insurances.

12.2 Notice of an Annual General Meeting must:-

- (i) Include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended; and
- (ii) For every fifth Annual General Meeting be accompanied by a written valuation of all buildings, structures and other improvements on Community Property (if any) made by a qualified valuer.

12.3 The Community Association must immediately;

- (i) Effect new insurances; or
- (ii) Vary or extend existing insurances

If:

- (i) There is an increase in risk; or

- (ii) A new risk

12.4 A proprietor or occupier of a Community Lot must not, except with the approval of the Community Association do anything that might:-

- (i) Void or prejudice insurance effected by the Community Association; or

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- (ii) Increase any insurance premium payable to the Community Association.

BY-LAW 13: COMMUNITY EXECUTIVE COMMITTEE PROCEEDINGS CONSTITUTION

- 13.1 The Community Executive Committee of the Community Association must be established in accordance with Division 2 of Part 2 of the Management Act.

MEETINGS

- 13.2 The Community Executive Committee will subject to legislative requirements and otherwise detailed herein, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

- 13.3 The secretary or the member of the Community Executive Committee who convenes a meeting must before the Community Executive Committee holds a meeting, issue Notice of the Meeting to all residents stating:-

- (i) The notice of intention to hold the meeting; and
- (ii) The proposed agenda for the meeting.

MEETING AGENDA

- 13.4 The agenda for a meeting must include details of all business to be dealt with at that meeting.
- 13.5 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

PLACE OF MEETINGS

- 13.6 The secretary or in their absence any member of the Community Executive Committee must, at the request of not less than one-third of the members of the Community Executive Committee, convene a meeting within a period of time specified in the request or, if no time is specified, within 14 days of the making of the request.

OUT OF MEETING DETERMINATIONS

- 13.7 Where:

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- (i) By-Law 13 has otherwise been complied with in relation to the requirements to schedule a meeting;
- (ii) Each member of the Community Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (iii) The resolution has been approved in writing by a majority of members of the Community Executive Committee.

Then the resolution will, subject to Section 38(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Community Executive Committee even though the meeting was not held.

RIGHT OF PROPRIETOR TO ATTEND MEETINGS

13.8 A proprietor of a Community Lot or, where the proprietor is a corporation, the company nominee of the corporation may attend a meeting but that person may not address the meeting unless authorised by a resolution of the Community Executive Committee.

MINUTES OF MEETINGS

13.9 Minutes of meetings must be kept properly and held with the minutes of the General meetings of the Community Association.

ISSUE OF MINUTES

13.10 The Community Executive Committee must, within 7 days after holding a meeting, issue a copy of the minutes of that meeting to each resident.

FUNCTIONS OF THE SECRETARY

- 13.11 (i) The preparation and distribution of minutes of the meetings of the Association and the submission of a motion for confirmation of the minutes of any meeting of the Association or the Executive.
- (ii) The giving on behalf of the Association and The Executive Committee, the notices required to be given under this Act.
- (iii) The maintenance of the Association Roll.
- (iv) The supply of the information on behalf of the Association in accordance with Schedule 4 of the Management Act.

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- (v) The answering of communications addressed to the Association.
- (vi) The convening of meetings of the Executive Committee and (apart from its First Annual General Meeting) of the Association.
- (vii) Attendance to matters of an administrative or secretarial nature in connection with the exercise or performance, by the Association or the Executive Committee, of its respective functions.

FUNCTIONS OF THE TREASURER

- 13.12 (i) The giving of notification to the proprietors of any contributions levied pursuant to the Management Act.
- (ii) The receipt, acknowledgement and banking of and the accounting for any money paid to the Association.
- (iii) The preparation of any Certificate applied for under Schedule 4 Management Act..

SUB-COMMITTEES

- 13.13 The Community Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:
- (i) Conduct investigations
 - (ii) Perform duties and functions on behalf of the Community Executive Committee; and
 - (iii) Report the findings of the sub-committee to the Community Executive Committee.

NO REMUNERATION

- 13.14 Members of the Community Executive Committee are not entitled to any remuneration for the performance of their functions but are entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of their functions

PROTECTION OF COMMUNITY EXECUTIVE COMMITTEE MEMBERS FROM LIABILITY

- 13.15 No member of the Community Executive Committee shall be liable for any loss or damage occurring by reason of an act done in their capacity as a member of the Community Executive Committee except where the loss or damage occurs as a result of fraud or negligence on the part of that Executive Committee member.

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CONTRIBUTION

- 13.16 The Community Association may recover as a debt a contribution not paid at the end of 1 month after it becomes due and payable, together with any interest payable under Section 20A of the Management Act and the expenses of the Community Association incurred in recovering those amounts interest paid or recovered forms part of the fund to which the relevant contribution belongs.

PART 4

OPTIONAL MATTERS BY-LAW 14: ROAD RULES

- 14.1 There are no Private Access Ways within the Community Scheme.

BY-LAW 15: STATUTORY EASEMENTS

- 15.1 Statutory easements are to be created over service lines within the scheme and a copy of the service works plan is annexed to this statement.

BY-LAW 16: BUILDING RENOVATIONS AND ADDITIONS

- 16.1 No external improvements or additions shall be made to the building erected on any lot without the prior approval in writing of the Association. Any such improvements or additions shall be in keeping with the buildings within the scheme.

BY-LAW 17: MAINTENANCE OF BUILDING ON LOT

- 17.1 The proprietor or occupier of a lot shall keep the lot including, without limitation, the exterior of the building on the lot clean and tidy and in good repair and condition.
- 17.2 The Association may give notice to the proprietor, lessee or occupier of a lot requiring such proprietor, lessee or occupier to comply with the terms of the By-Law.

BY-LAW 18: RULES

- 18.1 The Association may make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel including, without limitation:
- (a) the control, management, operation and use of Community Property;

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(b) the supply of Additional Services.

18.2 The Association may at any time add to or change the Rules. An addition or change to a Rule must not be inconsistent with the Management Act, the Development Act or these By-Laws.

18.3 Rules bind the Association, Owners and Occupiers.

BY-LAW 19: RESTRICTIONS ON PARKING

19.1 A proprietor or occupier of a Lot must not park a motor vehicle or any other vehicle on the Community Property.

19.2 A proprietor or occupier of a Lot must not park a motor vehicle or any other vehicle within the Community Scheme unless it is parked in an approved or allocated parking space designated by the Community Association from time to time as being an area where a vehicle may be parked by a proprietor or occupier of a Lot.

19.3 Car parking in the community association's property is only for vehicles while the drivers are attending the Community Scheme or as otherwise authorised by documents of title or the community association. No vehicle shall be parked unattended in order to avoid difficulties that may arise from other owner's in the Community Scheme moving their vehicle. The community association may immediately remove any vehicle in breach of this bylaw.

BY-LAW 20: COMMUNITY ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS

20.1 The Community Association may, on its own behalf, contract with persons to:

- (a) provide management, operation or maintenance and other services in connection with Community Property;
- (b) provide services or amenities to the proprietors or occupiers of Lots;
- (c) provide other services or amenities to Community Property or the proprietors or occupiers of the Lots.

BY-LAW 21: CONTROL OF OCCUPIERS

21.1 All proprietors renting Lots must provide any occupier, lessee or licensee with a copy or summary of this Management Statement and take all reasonable steps to ensure that the lessee or licensee or occupier of the Lot complies with these By-Laws. If a By-Law prohibits a proprietor or occupier of a Lot from doing a thing, the

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proprietor or occupier must not allow or cause another person to do that thing.

BY-LAW 22: COMMUNITY ASSOCIATION'S RIGHT TO REMEDY

22.1 The Community Association may do or carry out a task at the expense of the proprietor of a Lot if:-

- (a) that task was required to be done by a proprietor or occupier of the Lot; and
- (b) the proprietor or occupier of the Lot failed to carry out the task within a reasonable time after receipt of written notice to do so.

BY-LAW 23: DEBTS TO COMMUNITY ASSOCIATION

23.1 If moneys are owing to the Community Association and have not been paid, the Community Association may recover such moneys owing under the By-Laws as a debt.

BY-LAW 24: NON-LIABILITY OF COMMUNITY ASSOCIATION

24.1 Excepting negligence or fraud of the Community Association or any employee of the Community Association, the Community Association will not be liable for damage to or loss of property or injury to any person on any Lot or on the Community Property.

BY-LAW 25: INTEREST ON OVERDUE MONEY

- 25.1 Interest must be paid by a proprietor or occupier of a Lot to the Community Association on any amount other than a contribution levied by the Community Association under the Management Act, that has become due for payment and remains unpaid from and including the date it becomes due for payment.
- 25.2 During the period that an amount under By-Law 23. 1 remains unpaid, after demand or notification by the Community Association, interest will be calculated on daily balances at the rate equal to two per centum per annum above the rate quoted from time to time by the Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of \$100,000.00.

BY-LAW 26: DRAINAGE INFRASTRUCTURE

26.1 The parties acknowledge that the costs associated with the maintenance of the drainage structures contained within Lot 6 f the Community Scheme are to be

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shared proportionately by the Owner's of the Community Lots in accordance with the Community Scheme.

PART 5

BY-LAWS REQUIRED BY A PUBLIC AUTHORITY

BY-LAW 27: ON-SITE DETENTION

- 27.1 Each Owner must install drainage designed to detain stormwater within the Lot to control on-site and downstream flooding using an on-site stormwater detention system installed in accordance with the On- Site Drainage Report approved by Council.
- 27.2 Each Owner must maintain and repair the OSD System on its lot and, if necessary, replace the OSD System to the satisfaction of Maitland Council.
- 27.3 Each Owner must comply with directions given by the Community Association at the time for the maintenance and operation of the OSD System to control on-site and downstream flooding emanating from the Lot and the Community Parcel.

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PART 6

DEFINITIONS, INTERPRETATION AND GENERAL

"Annual General Meeting" means an annual general meeting of the Community Association other than the first annual general meetings.

"Association Property" means the Community Property and any buildings, other fixtures or improvements and any personal property of the Community Association and includes all Service Lines located in the Community Property providing private services or in any easement of which the Community Association has the benefit.

"Authorised Visitor" means a person on the Community Parcel with consent express or implied of an Owner or Occupier of a Lot, the Community Association or a Subsidiary Body, and any service provider.

"By-Law" means a By-Law in this Management Statement.

"Community Association" means the corporation that is constituted by Section 25 of the Development Act on the registration of the Community Plan; and is established as a community association by section 5 of the Act.

"Community Parcel" means the land the subject of the Community Scheme.

"Community Plan" means Deposited Plan No.

"Community Property" means lot 1 in the Community Plan.

"Council" refers to Maitland Council.

"Development Act" means the *Community Land Development Act 1989* and regulations made under it.

"Disabled Toilet" means the toilet in Lot 2 identified as the disabled toilet.

"Executive Committee" is the executive committee of the Community Association.

"Lot" means a Community Development Lot, Neighbourhood Lot, Strata Lot or Precinct Lot in the Community Scheme or in a Subsidiary Scheme.

"Management Act" means Community Land Management Act 1989 and

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regulations made under it.

"Open Access Way" Open Access Way" means an open access way under section 41 of the Development Act.

"Owner" means an owner of a Lot.

"Services" means Private Services, Statutory Services and/or Security Services (as the case may be).

"Service Line" is pipe, wire, cable, duct or pole by which a Statutory or Government Agency or the Community Association provides a Service.

"Service Provider" is a statutory or Government Agency or other entity that provides Services.

"Services Plan" means the Services Plan as a part of this Management Statement.

"Statutory Service" is service provided by a Statutory or Government Agency that provides a Service.

"Stormwater Network" means the stormwater pipes, stormwater basins, gross pollutant trap and overflow surcharge pit which facilitate the drainage of stormwater through the Community Parcel.

"Treasurer" means the Treasurer of the Executive Committee.

- (a) In these By-laws, unless the contrary intention appears:
- (i) A reference to an instrument includes any variation or replacement of it;
 - (ii) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (iii) The singular includes the plural and vice versa;
 - (iv) The word 'person' includes a firm, a body corporate, an association or an authority;
 - (v) A reference to a person includes a reference to the persons executors, administrators, successors, substitutes (including, without limitation, persons taking by notation) and assigns; and
 - (vi) A reference to a day is a reference to the period of time commencing at

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midnight and ending 24 hours later.

- (b) Headings are inserted for convenience and do not affect the interpretation of this Community Statement.
- (c) If the whole or part of a provision of the By-Laws is void, unenforceable or illegal it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.
- (d) The Community Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- (e) The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers and remedies provided by law independently of the By-Laws.
- (f) A reference to an authority, institute, association or body or to any officer of them is in the event of that authority institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person, deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for which or who serves substantially the same purposes or subject of that authority, institute, association body or officer

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SIGNATURES, CONSENTS AND APPROVALS

Execution by the original proprietor

Teakmill Pty Ltd (A.C.N. 050 287 753)

Signature/Seal

Name (Please Print)

HALTON ROSS GRURGEON

Date 13/2/20

(sole director/secretary)
ACN 050 287 753

Signature of Witness

Name (Please Print)

Geoffrey William O'Shea

Address and occupation of Witness

67 HILLDALE DRIVE
CAMERON PARK
FINANCIAL CONTROLLER

I certify that the Attorney for the Mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this.

COMMUNITY MANAGEMENT STATEMENT
in my presence.

Signature of Witness

JON REEDS

Name of Witness

LEVEL 2, 27 DONALD STREET
Address of Witness
HAMILTON NSW

Westpac Banking Corporation,
ABN 33 007 457 141 hereby consents
to the within

* Lisen Plan * Lease
* Instrument * Deed

Signature

GRAEME NEIL GROUCH

Name of Attorney
TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332

*Delete whichever not applicable


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Certificate of Approval

It is certified:

- (a) That the consent authority has consented to the development described in Development Application No 190670 and
- (b) That the terms and conditions of this management statement are not inconsistent with that development as approved

Date: 10.2.20

Execution of consent authority 

LEANNE HARRIS
COORDINATOR DEVELOPMENT
ASSESSMENT

TERMS OF INSTRUMENT NOT CHECKED IN
NSW LAND REGISTRY SERVICES

REGISTERED  11.3.2020

PLAN

MANAGEMENT STATEMENT

MANAGEMENT STATEMENT
 SHEET 19 OF 20 SHEETS

COMMUNITY PROPERTY PLAN
 SHEET 1 OF 1

(CLMS.)

M.C.A.

Arc Amplitude Table

Number	Chord Bearing	Chord Distance	Arc Length	Radius
25	79°48'	3.04	3.13	2.7
26	146°31'	1.32	1.355	1.7

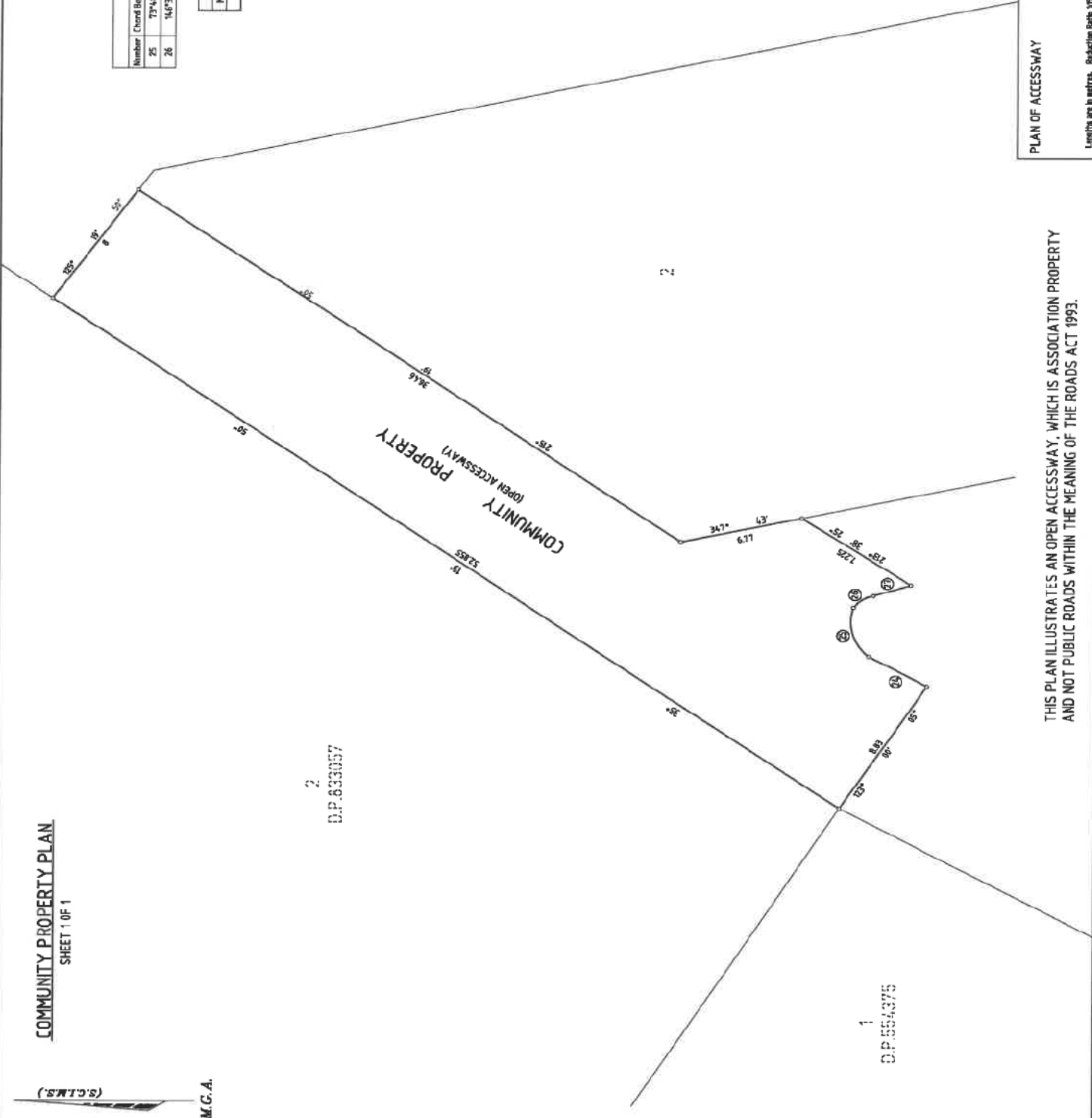
Short Line Table

Number	Bearing	Distance
27	163°07'35"	2.855

2
 D.P.633057

1
 D.P.1228940

1
 D.P.554375



REGISTERED 11.3.2020

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PLAN OF ACCESSWAY

Lengths are in metres. Reduction Ratio 1/50

THIS PLAN ILLUSTRATES AN OPEN ACCESSWAY, WHICH IS ASSOCIATION PROPERTY AND NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT 1993.

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MANAGEMENT STATEMENT

PLAN FORM 5 (A2)

MANAGEMENT STATEMENT
SHEET 20 OF 20 SHEETS

1
D.P. 1228940

2

3

PT.6

4

(S.C.L.R.S.)

M.C.A.

LEGEND

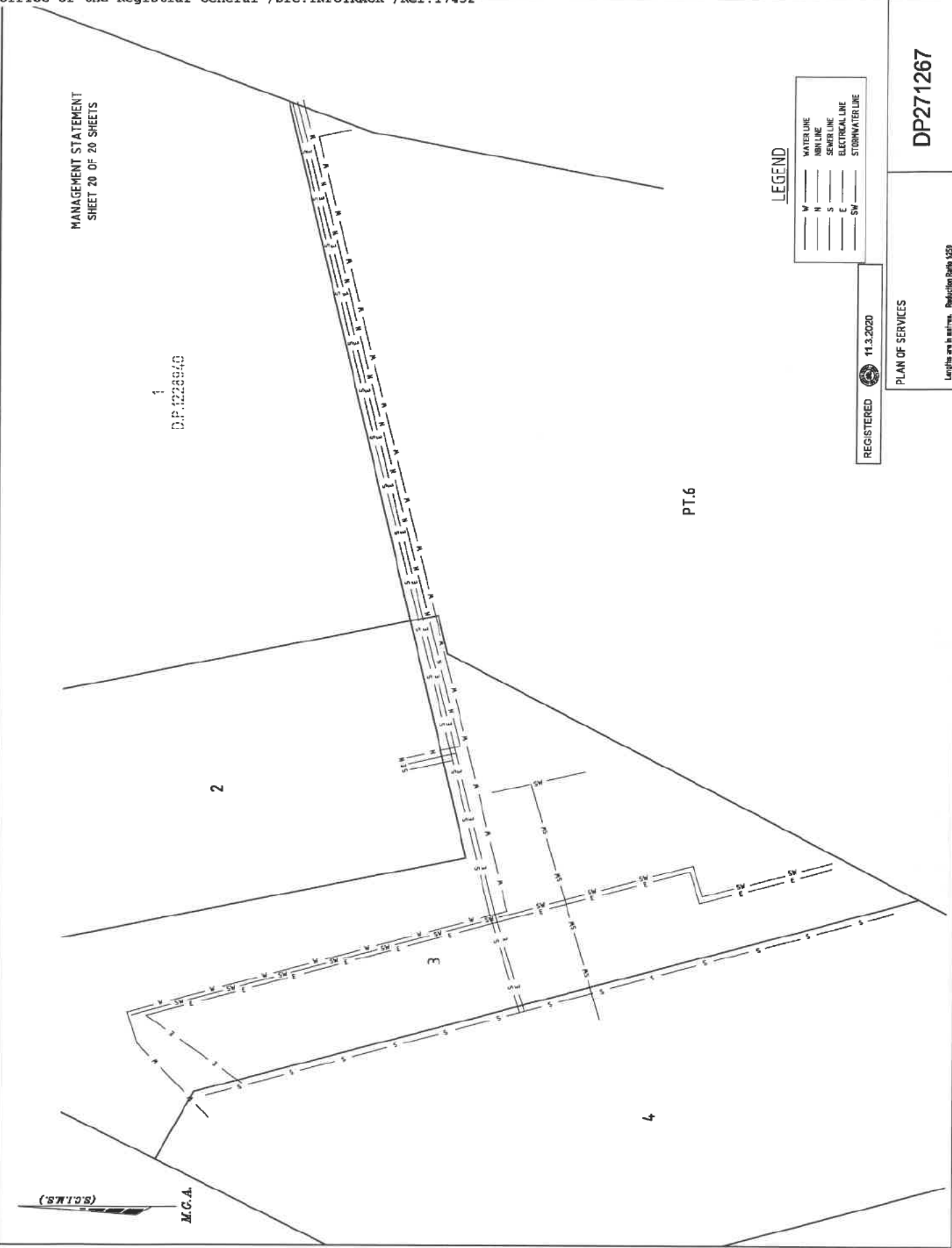
— W —	WATER LINE
— N —	NEW LINE
— S —	SEWER LINE
— E —	ELECTRICAL LINE
— SW —	STORMWATER LINE

REGISTERED 11.3.2020

PLAN OF SERVICES

DP271267

Lengths are in metres. Reduction Ratio 1:250



Certificate No.: PC/2026/1172

Certificate Date: 27/03/2026

Fee Paid: \$71.00

Receipt No.: 2493057

Your Reference: OR-1D78RT3UIFOKVG

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

APPLICANT:	The Search People Pty Ltd ess@thesearchpeople.com.au
PROPERTY DESCRIPTION:	14/6C Weakleys Drive THORNTON NSW 2322
PARCEL NUMBER:	101410
LEGAL DESCRIPTION:	Lot 14 SP 102977

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:

- SEPP (Biodiversity and Conservation) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Primary Production) 2021
- SEPP (Planning Systems) 2021
- SEPP (Housing) 2021
- SEPP (Sustainable Buildings) 2022
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Resources and Energy) 2021
- SEPP (Transport and Infrastructure) 2021
- SEPP (Resilience and Hazards) 2021

Local Environmental Plan (LEP)

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

The Maitland Development Control Plan 2026 will begin applying to this land on the 14th of April 2026. From that date, the Maitland Development Control Plan 2011 will no longer apply.

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

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

Draft State Environmental Planning Policies

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

ITEM 2 – Zoning and land use under relevant planning instruments

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

Zone and Land Use Table from Local Environmental Plan

Schedule 1 Additional permitted uses - Use of certain land in Zone E3 for shop top housing

Development for the purposes of shop top housing is permitted with development consent on land in Zone E3 and identified as "Area A" on the Land Zoning Map.

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.

Zone E3 Productivity Support

1 Objectives of zone

- To provide a range of facilities and services, light industries, warehouses and offices.
- To provide for land uses that are compatible with, but do not compete with, land uses in surrounding local and commercial centres.
- To maintain the economic viability of local and commercial centres by limiting certain retail and commercial activity.
- To provide for land uses that meet the needs of the community, businesses and industries but that are not suited to locations in other employment zones.
- To provide opportunities for new and emerging light industries.
- To enable other land uses that provide facilities and services to meet the

day to day needs of workers, to sell goods of a large size, weight or quantity or to sell goods manufactured on-site.

- To minimise conflict between land uses within the zone and with adjoining zones.

2 Permitted without consent

Home industries

3 Permitted with consent

Animal boarding or training establishments; Boat building and repair facilities; Business premises; Centre-based child care facilities; Community facilities; Depots; Food and drink premises; Function centres; Garden centres; General industries; Hardware and building supplies; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Information and education facilities; Kiosks; Landscaping material supplies; Light industries; Local distribution premises; Markets; Mortuaries; Neighbourhood shops; Office premises; Oyster aquaculture; Passenger transport facilities; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Research stations; Respite day care centres; Rural supplies; Service stations; Specialised retail premises; Storage premises; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Wholesale supplies; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home businesses; Home occupations; Home occupations (sex services); Home-based child care; Industries; Jetties; Marinas; Mooring Pens; Moorings; Open cut mining; Registered clubs; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Sewerage systems; Sex services premises; Tourist and visitor accommodation; Transport depots; Truck depots; Waste disposal facilities; Water recreation structures; Wharf or boating facilities

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 Additional Permitted Use - Use of certain land in Zone E3 for shop top housing and E3 Productivity Support 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

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

- Maitland Section 94A Levy Development Contributions Plan 2006
- Maitland City Wide Section 94 Contributions Plan 2016

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 and the land is:

Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

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 and the land is:

Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

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

Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

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 the land is:

Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

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 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 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 NOT identified as being bushfire prone land.

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

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

ITEM – 12 Loose-fill asbestos insulation

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

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

ITEM – 13 Mine subsidence

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.

Council does not hold any records as to whether water or sewerage services are, or are

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.

ITEM 24 – Special Entertainment Precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

The land is NOT identified in a special entertainment precinct.

ITEM 25 – Interim Development in Future Infrastructure Corridors

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

The land is NOT in a future infrastructure corridor identified as "Interim Use" on the *Interim Uses Map*.

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

Contaminated Land

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

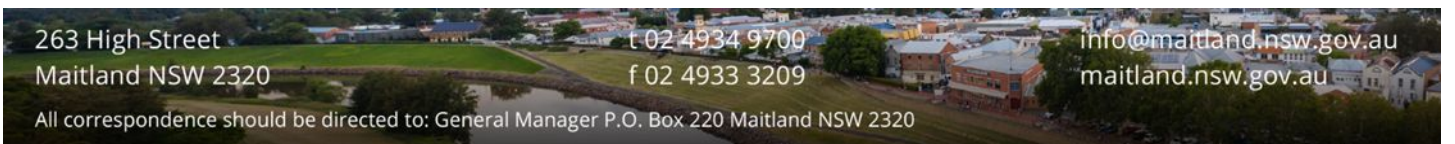
Jeff Smith
General Manager

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



HUNTER WATER CORPORATION
 A.B.N. 46 228 513 446
 SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657



APPLICATION NUMBER: 2794555

APPLICANT NAME: *Turnbull Hill Lawyers*

RATEABLE PREMISE NO.: 1083020801

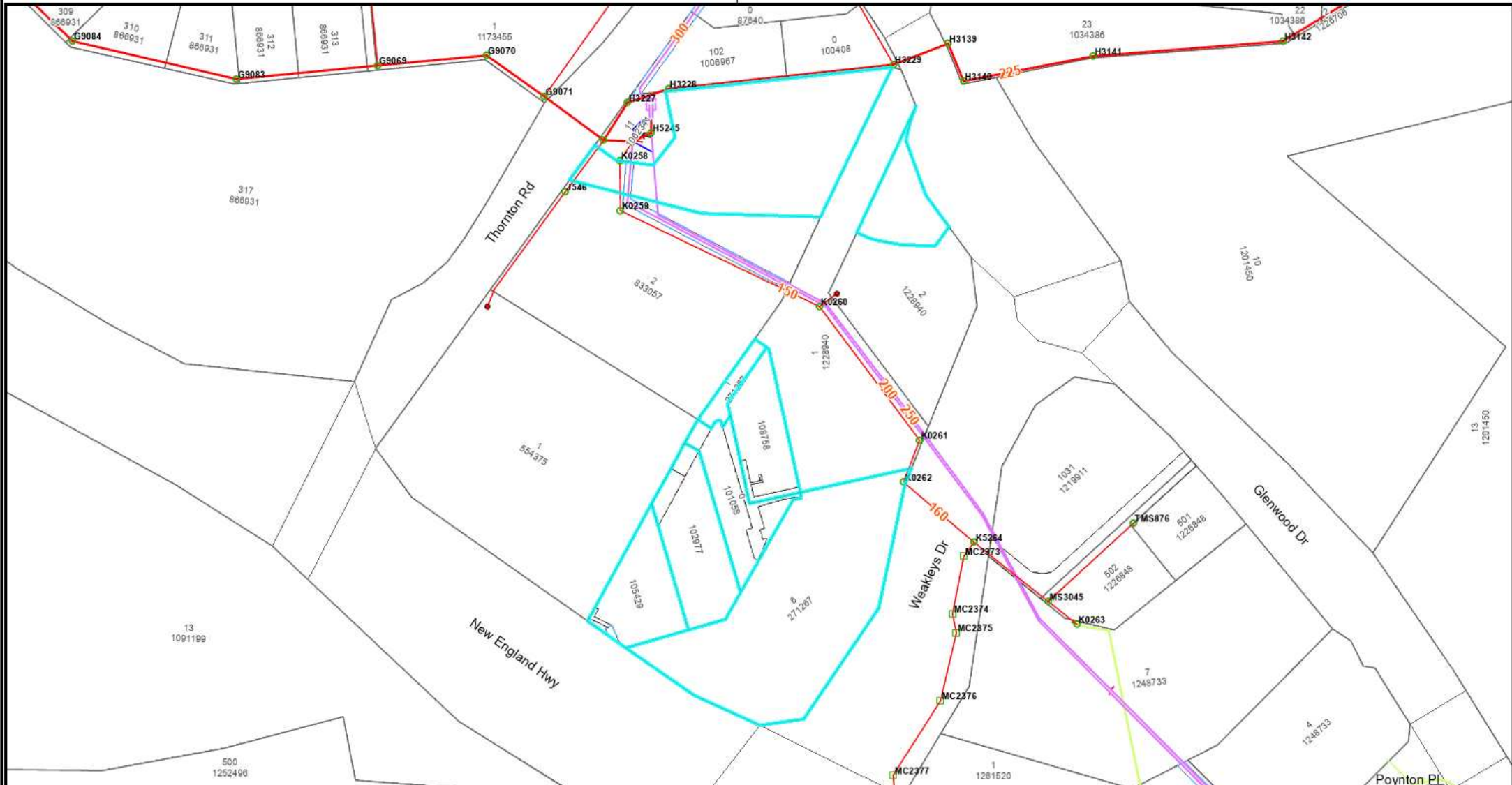
PROPERTY ADDRESS: 6C WEAKLEYS DR THORNTON 2322

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

APPLICANT REF: P OR-1D78RT3UIFOKVG

6C WEAKLEYS DR

THORNTON NSW



Date: 26/03/2026

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 CONTOUR DATA © AAM
 © NSW DPIE

Scale: at A3 1:2,000

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

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

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

IMPORTANT:
 IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.
 ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS



Turnbull Hill Lawyers
6C WEAKLEYS DR
THORNTON NSW

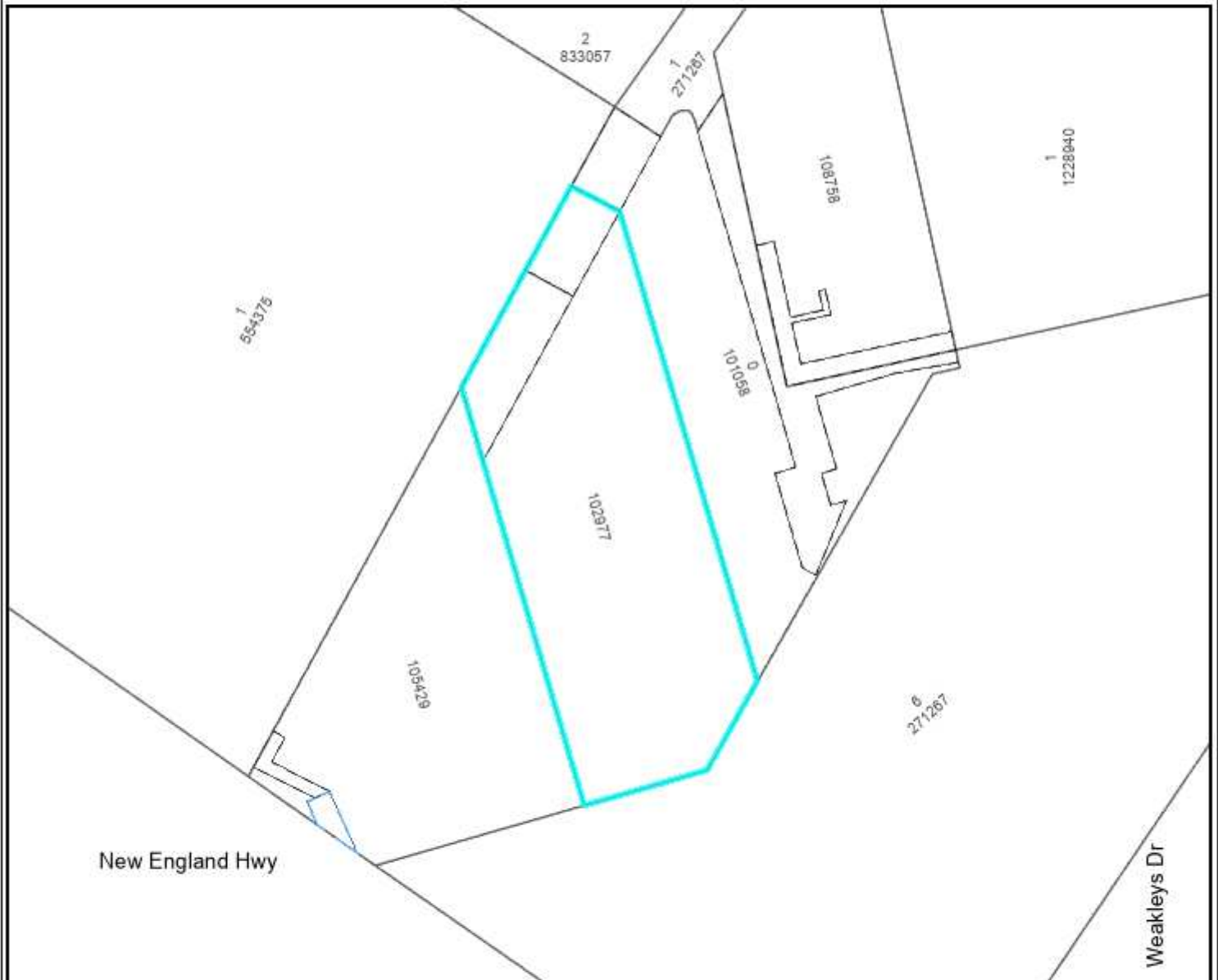
APPLICATION NO.: 2794555

APPLICANT REF: P OR-1D78RT3UIFOKVG

RATEABLE PREMISE NO.: 1083020801

PROPERTY ADDRESS: 6C WEAKLEYS DR THORNTON 2322

LOT/SECTION/DP:SP: 14//SP102977



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Date: 26/03/2026

Scale at A4: 1:1,000

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UTILITY DATA
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