

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	David Haggarty First National Real Estate 454 High Street, Maitland, NSW 2320	Phone: 02 49335544 Fax: 49331706
co-agent		
vendor		
vendor's solicitor	DC Conveyancing Pty Ltd 101 Lang Street, Kurri Kurri NSW 2327	Phone: 49375892 Fax: Ref: BV:DC:636 E:admin@dcconveyancing.com.au
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	56 Denton Park Drive, Rutherford, New South Wales 2320 Registered Plan: Lot 903 Plan DP 862776 Folio Identifier 903/862776	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" 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: pergola, outdoor toilet, shed	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna x 2 <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: air conditioners x 2, 5 ceiling fans
exclusions	
purchaser	
purchaser's solicitor	
price	\$ _____
deposit	\$ _____ (10% of the price, unless otherwise stated)
balance	\$ _____
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$ _____

witness

purchaser

JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes
Proposed electronic transaction (clause 30) no YES

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

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

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

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

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

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

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

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

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

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

List of Documents

<p>General</p> <p><input type="checkbox"/> 1 property certificate for the land</p> <p><input type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 section information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input 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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input type="checkbox"/> 23 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons for non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 32 property certificate for strata common property</p> <p><input type="checkbox"/> 33 plan creating strata common property</p> <p><input type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1986</p> <p><input type="checkbox"/> 57 document relevant to off-the-plan sale</p> <p>Other</p> <p><input type="checkbox"/> 58</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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>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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *servicing* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs; incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

56 DENTON PARK DR RUTHERFORD NSW 2320

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN **Todd Andrew Ellenor** of 56 Denton Park Drive, Rutherford, (**Vendor**)

AND of (**Purchaser**)

1. Notice to complete

- a. In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- b. If a notice to Complete is issued by the Vendor the Purchaser acknowledges and shall pay on completion and in addition to the purchase price the amount of \$275.00 to pay the legal costs and expenses incurred by the Vendor as a result of the delay.

2. Death or incapacity

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

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
 - (b) Subject to all defects latent and patent;
 - (c) Subject to any infestations and dilapidation;
 - (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
-

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. Agent

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

6. Mine Subsidence

The purchaser may rescind this Contract if the owner of the improvements on the land is not entitled, as at the date of this contract, to claim compensation from the Mine Subsidence Board in respect of any damage to the land or improvements arising from mine subsidence and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purposes of this condition.

7. Swimming pool

The property does not have a swimming pool.

8. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
 - (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the
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vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.

- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

9. Requisitions on Title

The purchaser acknowledges that the only form of Requisitions on title that the purchaser is entitled to make pursuant to clause 5.1 are those requisitions on title annexed.

10. Deposit

In the event: -

- (a) The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- (b) The purchaser has paid a deposit of less than 10% of the purchase price; and
- (c) The Vendor terminates this Agreement

Then the Vendor, as a consideration of accepting less than a 10% deposit shall be entitled to recover from the Purchaser of the amount equal to 100% of the purchase price less any deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This clause shall not merge on termination of this Agreement.

11. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
 - (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
 - (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and
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invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

12. Old System/Qualified/Limited Title

If the subject property is noted as being Old System title, or subject to any limitations or qualifications the purchaser shall not make any requisition, objection or claim for compensation nor have any right of rescission. The purchaser shall not require the vendor to provide an abstract of title, prove prior old system title or remove any qualification or limitation.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
 14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
 15. (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
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- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has the vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance. In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
- (ii) when was the building work completed?
- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance under the Home Building Act 1989.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
- (b) is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act 1992?
- (c) if the swimming pool has been approved under the Local Government Act 1993, please provide details.
- (d) are there any outstanding notices or orders?
18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 or the Encroachment of Buildings Act 1922
- Affectations**
19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
- (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the property?
- (f) any contamination?
22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and Telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
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- (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Mine Subsidence

30. (a) Does the property lie within a Mine Subsidence District under the provisions of the Mine Subsidence Compensation Act, 1961?
(b) Does the property form part of a subdivision of land within a Mine Subsidence District effected since 1st July 1961?
(c) Does the property form part of a subdivision of land effected since 1st July 1961, within a district proclaimed under the Mine Subsidence Act?
(d) If the property lies within a Mine Subsidence District have any improvement (whether or not requiring the consent of the Local Council) been erected since 1st July 1961?
(e) If the answer to (b) (c) and/or (d) is in the affirmative we must be satisfied that the approval of the Mine Subsidence Board was obtained and that the owner complied with any conditions or requirements imposed by the Board or the relative Act.
(f) (i) Was a conditional right to insure improvements erected prior to 1st July 1961, granted by the Mine Subsidence Board?
(ii) If so, has the owner or his predecessor in title complied with the conditions imposed by the Board?
(g) Is the Vendor aware of any claim in respect of the subject property having been made under the Mine Subsidence Compensation Act, 1961?

10. Electronic Settlement

- (i) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (j) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (k) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the
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purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

- (l) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (m) Settlement takes place when the financial settlement takes place.
- (n) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (o) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (p) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

FOLIO: 903/862776

SEARCH DATE	TIME	EDITION NO	DATE
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6/8/2018	1:29 PM	6	26/7/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 903 IN DEPOSITED PLAN 862776
AT RUTHERFORD
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP862776

FIRST SCHEDULE

TODD ANDREW ELLENOR (TZ AH534510)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 E563489 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED SHOWN IN PLAN WITH E563489
- 3 DP817435 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 4 DP832153 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 5 DP862776 EASEMENT TO DRAIN WATER 2.5 WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP862776 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 7 DP862776 RESTRICTION(S) ON THE USE OF LAND
- 8 AN534416 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: EM AN418405.

*** END OF SEARCH ***

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Received: 06/08/2018 13:29:22

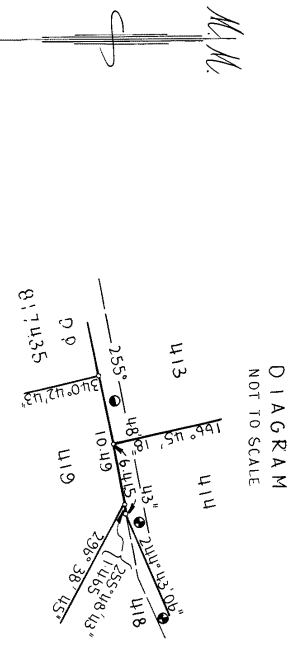
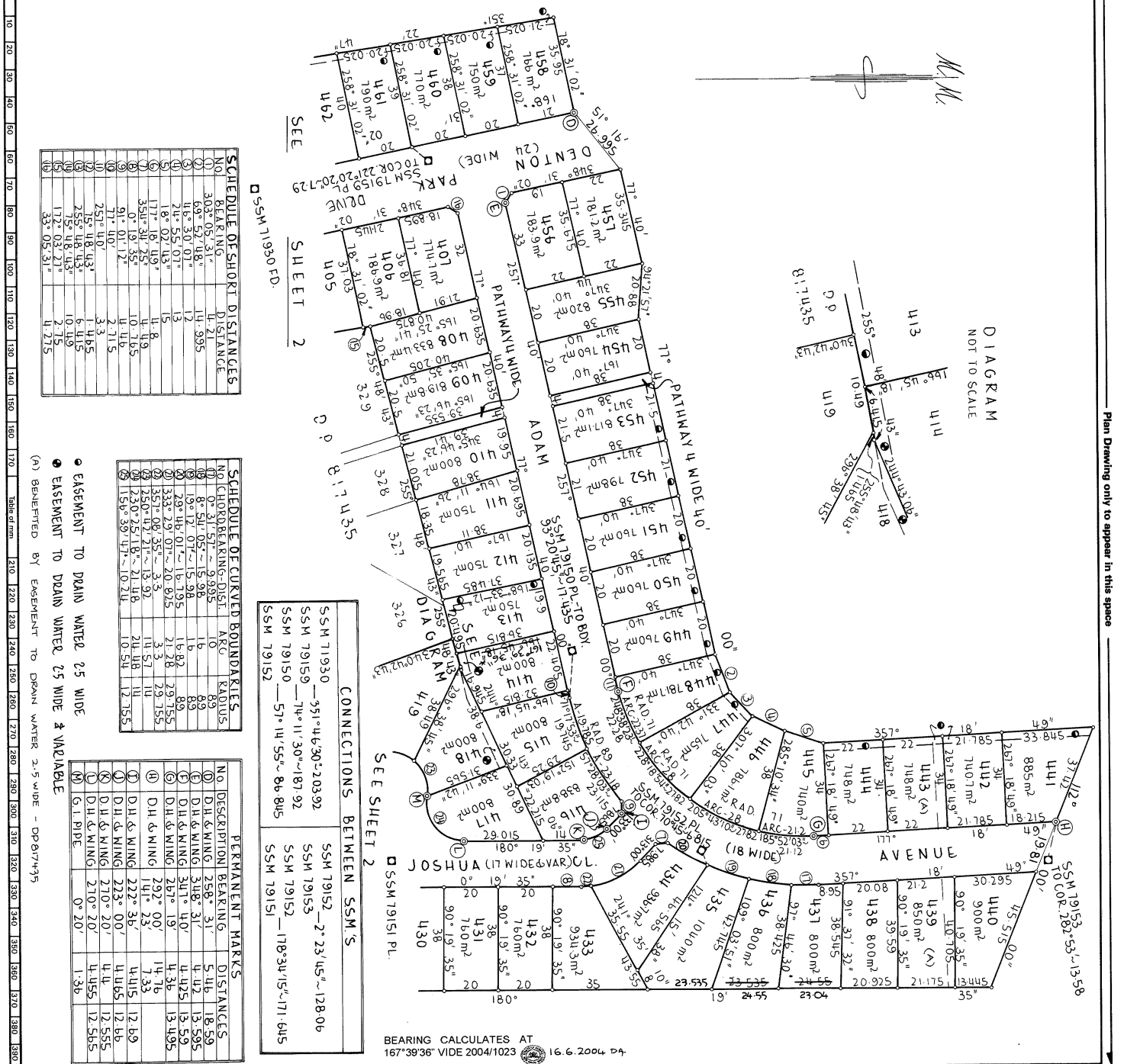


S. A. L. GARDNER
D. H. S. (S.A.)
Blavall
Secretary

JOHN MICHAEL KENNIE
SURVEYOR
No. 1935

JOHN MICHAEL KENNIE
SURVEYOR
No. 1935

PLANNING APPROVED: Crown Lands Office Approval
Date: 16/09/1993
PLANNING OFFICER: [Signature]
Date: 16/09/1993
COUNCIL CLERK'S CERTIFICATE: [Signature]
Date: 16/09/1993



SCHEDULE OF SHORT DISTANCES

NO.	BEARING	DISTANCE
1	303° 05' 31"	14.935
2	69° 57' 48"	14.935
3	117° 16' 01"	12
4	171° 16' 01"	12
5	177° 16' 01"	12
6	177° 16' 01"	12
7	177° 16' 01"	12
8	351° 30' 25"	11.8
9	0° 19' 35"	4.46
10	91° 01' 12"	2.715
11	71° 40'	3.3
12	157° 48' 43"	4.465
13	255° 14' 43"	10.48
14	172° 02' 27"	2.715
15	172° 02' 27"	2.715
16	33° 05' 31"	14.935

SCHEDULE OF CURVED BOUNDARIES

NO.	CHORD BEARING-DIST.	ARC	RADIUS
1	0° 31' 57" - 9.935	10	89
2	18° 37' 07" - 15.96	10	89
3	0° 31' 57" - 9.935	10	89
4	333° 44' 07" - 15.195	1	8.9
5	333° 44' 07" - 15.195	1	8.9
6	333° 44' 07" - 15.195	1	8.9
7	333° 44' 07" - 15.195	1	8.9
8	333° 44' 07" - 15.195	1	8.9
9	333° 44' 07" - 15.195	1	8.9
10	333° 44' 07" - 15.195	1	8.9

PERMANENT MARKS

NO.	DESCRIPTION	BEARING	DISTANCES
1	DH & WING	258° 31'	5.46
2	DH & WING	348° 31'	4.42
3	DH & WING	317° 40'	13.595
4	DH & WING	217° 19'	13.59
5	DH & WING	217° 19'	13.59
6	DH & WING	217° 19'	13.59
7	DH & WING	217° 19'	13.59
8	DH & WING	217° 19'	13.59
9	DH & WING	217° 19'	13.59
10	DH & WING	217° 19'	13.59
11	DH & WING	217° 19'	13.59
12	DH & WING	217° 19'	13.59
13	DH & WING	217° 19'	13.59
14	DH & WING	217° 19'	13.59
15	DH & WING	217° 19'	13.59
16	DH & WING	217° 19'	13.59
17	DH & WING	217° 19'	13.59
18	DH & WING	217° 19'	13.59
19	DH & WING	217° 19'	13.59
20	DH & WING	217° 19'	13.59
21	DH & WING	217° 19'	13.59
22	DH & WING	217° 19'	13.59
23	DH & WING	217° 19'	13.59
24	DH & WING	217° 19'	13.59
25	DH & WING	217° 19'	13.59
26	DH & WING	217° 19'	13.59
27	DH & WING	217° 19'	13.59
28	DH & WING	217° 19'	13.59
29	DH & WING	217° 19'	13.59
30	DH & WING	217° 19'	13.59
31	DH & WING	217° 19'	13.59
32	DH & WING	217° 19'	13.59
33	DH & WING	217° 19'	13.59
34	DH & WING	217° 19'	13.59
35	DH & WING	217° 19'	13.59
36	DH & WING	217° 19'	13.59
37	DH & WING	217° 19'	13.59
38	DH & WING	217° 19'	13.59
39	DH & WING	217° 19'	13.59
40	DH & WING	217° 19'	13.59
41	DH & WING	217° 19'	13.59
42	DH & WING	217° 19'	13.59
43	DH & WING	217° 19'	13.59
44	DH & WING	217° 19'	13.59
45	DH & WING	217° 19'	13.59
46	DH & WING	217° 19'	13.59
47	DH & WING	217° 19'	13.59
48	DH & WING	217° 19'	13.59
49	DH & WING	217° 19'	13.59
50	DH & WING	217° 19'	13.59

CONNECTIONS BETWEEN S.M.S.

SSM 71930	SSM 719152	SSM 719153	SSM 719154	SSM 719155
— 951° 44' 30" - 203.92	— 2° 23' 45" - 128.06	— 17° 11' 30" - 187.92	— 178° 34' 15" - 171.645	— 57° 14' 55" - 84.845

DP 832153

Registered: 26-8-1993
C.A. No 9156 OF 9-7-1993
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: U4572-21 #
U4580-8 #
Last Plan: DP 817435
PLAN OF SUBDIVISION OF LOT 7 DP 2881 & LOT 347 DP 811435

Lengths are in metres. Reduction Ratio 1:1000

L.G.A. MATTLAND
Municipality: RUTHERFORD
Locality: GOSFORTH
Parish: GOSFORTH
County: NORTHHERBERLAND

This is sheet 1 of my plan in 3 sheets.
(Delete if applicable)

JOHN MICHAEL KENNIE
Surveyor
No. 1935
of 43 ELLIOTT ST MATTLAND 2320

12 FEBRUARY 1993

Plans used in preparation of survey/compilation:
DP 811435, DP 2881, DP 813190, DP 816097, DP 730416, DP 850660, DP 578662, DP 825985

DATE: 16/9/1993

IT IS INTENDED TO DEDICATE THE EXTENSION OF DENTON PARK DRIVE, ADAM AVENUE AND JOSHUA WIDE CLOSE AND PATHWAYS WIDE TO THE PUBLIC AS PUBLIC ROADS. IT IS INTENDED TO DEDICATE LOT 437 TO THE PUBLIC AS A PUBLIC RESERVE. PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE: 1 EASEMENT TO DRAIN WATER 2 EASEMENT TO DRAIN WATER 2.5 MIDE AND VARIABLE 3 RESTRICTION ON THE USE OF LAND 4 RESTRICTION ON THE USE OF LAND POSITIVE COVENANT FOR THE MAINTENANCE OF ACCESS DRIVE

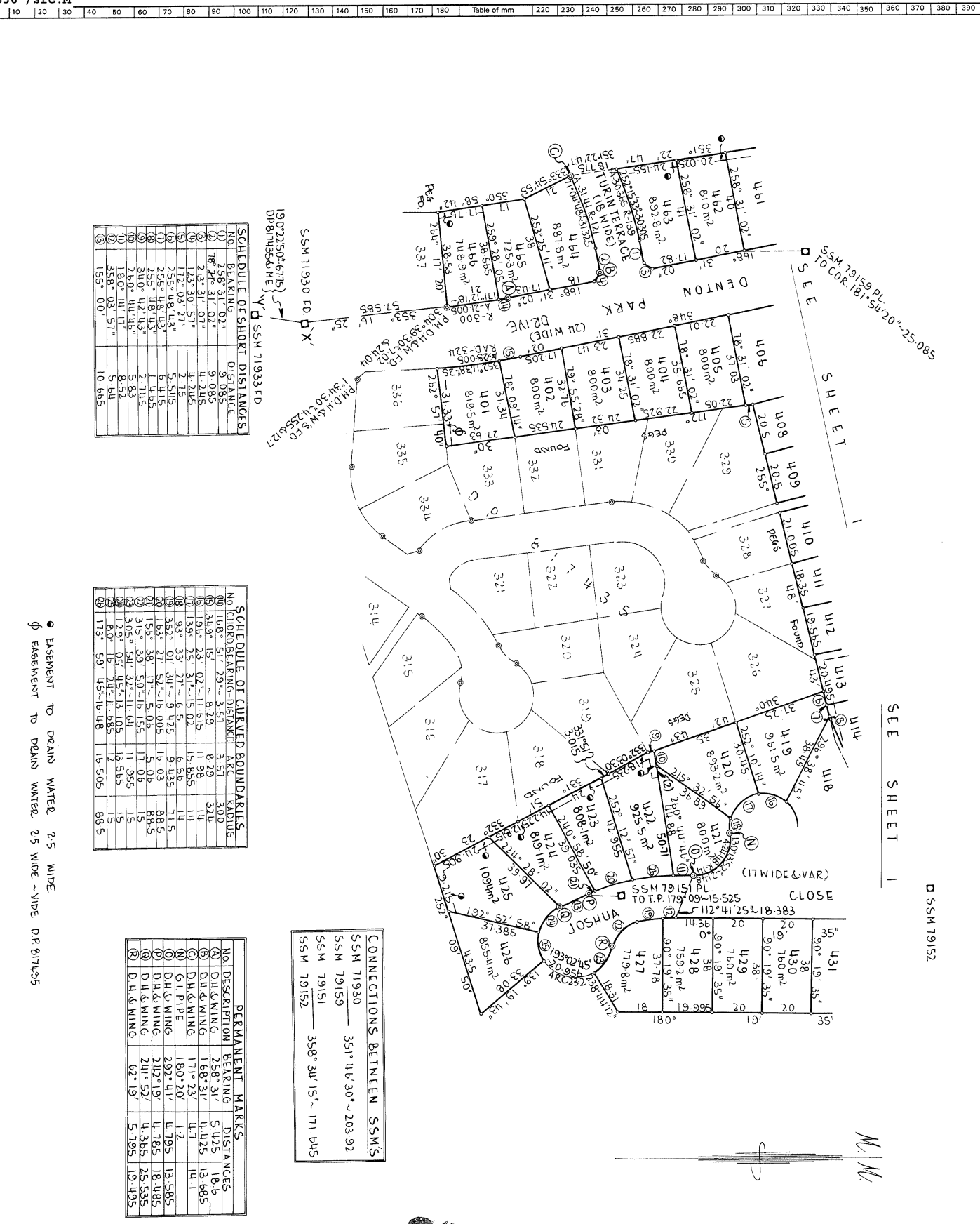
EAST BOUNDARYS LOTS 435-437 AMENDED IN LTO AT SURVEYORS REQUEST - VIDE 1/2/666 (15) 20-7-94

REF. MAP NO. 29.3-94

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

* OFFICE USE ONLY



SCHEDULE OF SHORT BEARING DISTANCES

NO	BEARING	DISTANCE
1	258° 31' 02"	9.085
2	78° 26' 31' 02"	4.2145
3	213° 31' 07"	4.2145
4	172° 03' 57"	2.715
5	255° 48' 43"	5.545
6	75° 48' 43"	6.415
7	325° 42' 13"	2.1145
8	260° 44' 14"	5.83
9	180° 14' 17"	8.52
10	358° 03' 57"	5.64
11	155° 00'	10.665

SCHEDULE OF CURVED BOUNDARIES

NO	THE BEARING OF TANGENT BEHIND	THE BEARING OF TANGENT AHEAD	CHORD	ARC
1	318° 15'	29° 42'	3.51	3.00
2	139° 23'	02' 11'	6.15	8.29
3	191° 23'	02' 11'	6.15	11.98
4	93° 33'	27' 46.5"	6.5	11
5	352° 01'	34' 42.5"	9.435	11.5
6	163° 27'	52' 16.005"	16.03	88.5
7	158° 38'	17° 5.018"	5.016	12
8	315° 54'	37' 11.635"	11.955	15
9	179° 05'	45° 43.105"	13.565	15
10	80° 16'	24' 21.685"	12	15
11	113° 59'	45° 16' 48"	16.505	88.5

PERMANENT MARKS

NO	DESCRIPTION	BEARING	DISTANCES
A	D.H. & WING	258° 31'	5.425 18.5
B	D.H. & WING	168° 31'	4.425 13.685
C	D.H. & WING	171° 23'	4.7 14.1
N	6" I.P.I.P.E.	180° 20'	1.2 13.585
D	D.H. & WING	292° 41'	4.785 18.485
E	D.H. & WING	212° 19'	4.385 25.535
F	D.H. & WING	241° 52'	5.785 19.495

CONNECTIONS BETWEEN SSM'S

SSM 71930	351° 46' 30" ~ 203.92
SSM 79159	
SSM 79151	358° 34' 15" ~ 171.645
SSM 79152	

SEE SHEET 1

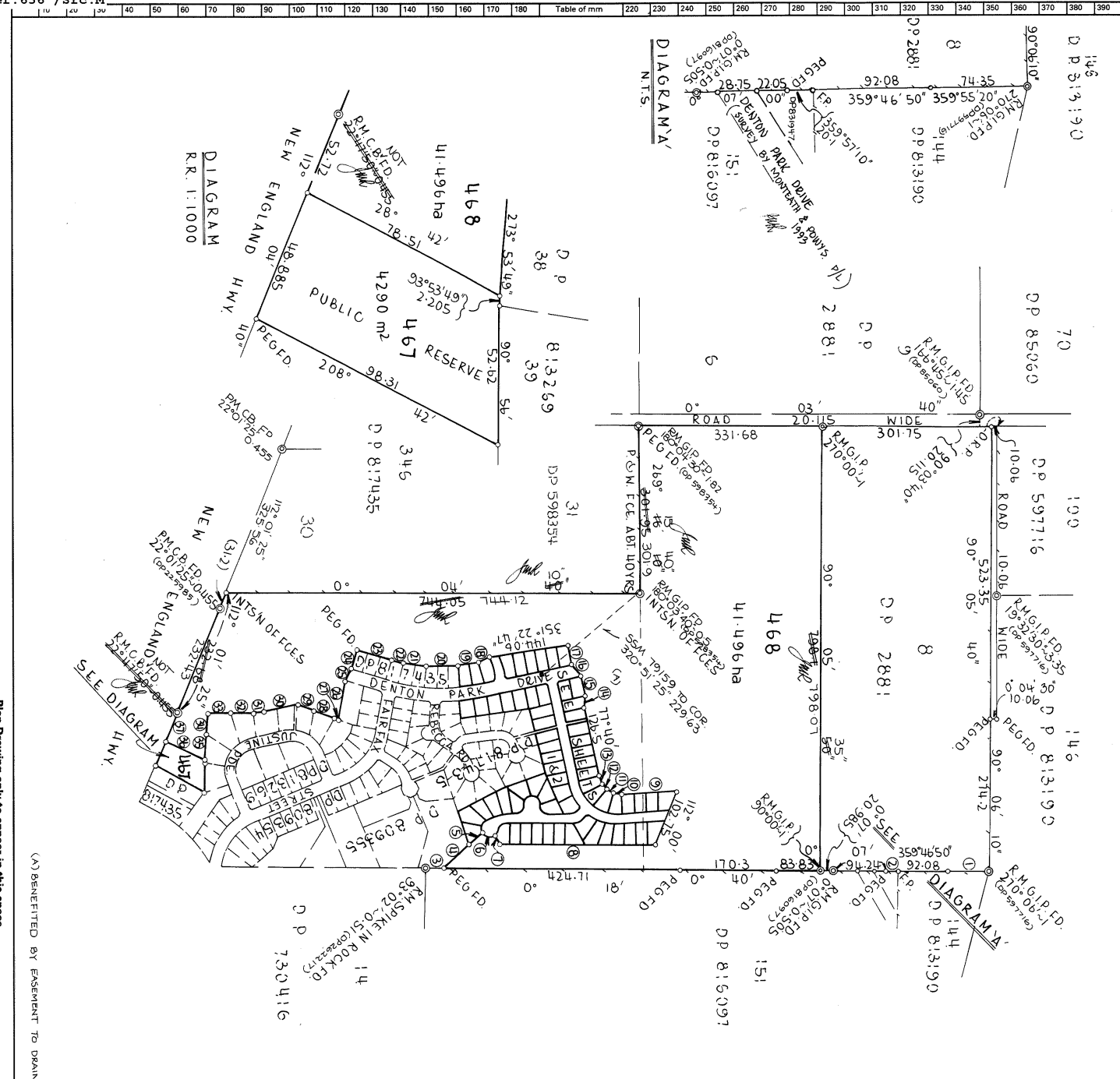
SSM 79152

○ EASEMENT TO DRAIN WATER 2.5 WIDE
 ⊕ EASEMENT TO DRAIN WATER 2.5 WIDE ~ WIDE DR 0.71x.95

Plan Drawing only to appear in this space

SHORT BOUNDARY AMENDED Q PLAN IN LTD & VIDE 233/12 AC 2-1-1896

<p>Reduction Ratio: 1:1000</p> <p>Surveyors Reference: 81/256 - ST 4</p>	<p>For use where space is insufficient in any panel on Plan Form 2.</p> <p>Control Clerk</p>	<p>Registered DP 832153</p> <p>Registered 832-8-1993</p> <p>This is sheet 2 of a total of 3 sheets drawn 12 FEBRUARY 1993</p> <p><i>McMinn</i></p> <p>Surveyor registered under Surveyors Act 1929</p> <p>These sheets of the plan are No. 91,156 drawn on 12 FEBRUARY 1993 of 94 sheets MS</p>	<p>* OFFICE USE ONLY</p>
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SCHEDULE OF SHORT DISTANCES

No	BEARING	DISTANCE
1	359° 55' 20"	74.35
2	359° 57' 10"	20.1
3	0° 08'	34.3
4	131° 02' 20"	60.43
5	139° 19' 43"	33.08
6	193° 02' 45.20955 ARC 232 R 15	238° 44' 12"
7	238° 44' 12"	18.31
8	180° 19' 35"	219.84
9	357° 18' 50"	99.83
10	18° 02' 43"	15
11	216° 55' 07"	13
12	46° 30' 07"	12
13	69° 52' 48"	14.995
14	94° 21' 57"	20.88
15	77° 40'	35.345
16	51° 15'	28.985
17	78° 31' 07"	35.95
18	335° 54' 55"	21
19	350° 56' 42"	34.16
20	358° 31' 50"	56.16
21	7° 00' 25"	41.54
22	13° 35' 40"	21.43
23	16° 15'	66
24	286° 15'	35
25	296° 11' 15"	24.53
26	280° 06'	10.09
27	19° 21' 14"	6.21
28	19° 21' 14"	33.51
29	21° 50' 46"	32.795
30	344° 48' 28"	62.17
31	354° 00'	18.435
32	359° 36' 49"	41.26
33	0° 00' 45"	40.8
34	213° 53' 49"	37.195
35	213° 53' 49"	119.21
36	28° 42'	78.51
37	112° 04' 40"	52.72

Reduction Ratio: 1:5000
 SUPERVISOR'S REFERENCE: 81/256-514

DP 832153
 Registered: SA 2-B-1993
 This is sheet 3 of 3 sheets
 dated 12 FEBRUARY 1993
 J. M. B. M.
 SA registered under Surveyors Act 1979
 This is sheet 3 of 3 sheets
 covered by my Certificate No.
 of 94, 864, 193
 For use where space is insufficient in any panel on Plan Form 2
 Council Clerk

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

Lengths are in metres

Sheet 1 of 8 Sheets

DP 832153

PART 1

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. *91156* of 1993.

Full name and address of
the proprietor of the land

ANAMBAH HOMES PTY LIMITED A.C.N. 002
404 560 of C/- Parry Carroll Kanjian,
Solicitors, 15th Floor, 111 Elizabeth
Street, Sydney NSW 2000.

Full name and address of
Mortgagee of the land

MAITLAND MUTUAL BUILDING SOCIETY LIMITED
417 High Street, Maitland NSW 2320

1. Identity of easement firstly
referred to in the
abovementioned plan

Easement to drain water 2.5 wide

Schedule of Lots etc. affected

Lots Burdened

Lots Benefited

413
422
423
424
425
444
443
442
441
447
448
449
450
451
452
453
458
459
460
461
462
463
466

414, 417, 418 and 419
420, 421
420, 421, 422
420 to 423 inclusive
420 to 424 inclusive and 426
445
444, 445
443 to 445 inclusive
442 to 445 inclusive
446
446 and 447
446 to 448 inclusive
446 to 449 inclusive
446 to 450 inclusive
446 to 451 inclusive
446 to 452 inclusive
468
458 and 468
458, 459 and 468
458 to 460 inclusive and 468
458 to 461 inclusive and 468
458 to 462 inclusive and 468
465

REGISTERED  88 2.8.1993

S.A. L...
P. Powell
[Signature]

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

Lengths are in metres

Sheet 2 of 8 Sheets

DP832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91156 of 1993.

2. Identity of easement secondly referred to in the abovementioned plan Easement to drain water 2.5 wide and Variable

Schedule of Lots etc. affected

<u>Lots Burdened</u>	<u>Lots or Authority Benefited.</u>
418	417
414	417, 418

3. Identity of Restriction Thirdly referred to in abovementioned plan. Restriction on the Use of Land

Schedule of Lots etc. affected

<u>Lots Burdened</u>	<u>Lots Benefited</u>
Every Lot except 401, 404, 441, 457, 458, 467 and 468.	Every other Lot except 467 and 468

4. Identity of Restriction Fourthly referred to in abovementioned plan. Restriction on the Use of Land

Schedule of Lots etc. affected

<u>Lots Burdened</u>	<u>Lots Benefited</u>
401, 404, 441, 457, 458	Every other Lot except 467 and 468

5. Identity of positive covenant fifthly referred to in abovementioned paragraph Positive Covenant for the Maintenance of Access Drives

Schedule of Lots etc. affected

<u>Lots Burdened</u>	<u>Authority Benefited</u>
418	The Council of the City of Maitland
419	The Council of the City of Maitland
420	The Council of the City of Maitland

REGISTERED  98 2-8-1993

SGR:0578a

S.A. Lavel
P. Farrell
[Signature]

22.2

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

Lengths are in metres

Sheet 3 of 8 Sheets

DP 832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91154 of 1993.

PART 2

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

- (a) No main building shall be erected on each lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
- (b) No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 110 square metres exclusive of car accommodation, external landings and patios.
- (c) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.
- (d) No building shall be erected on each lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the product known as "colorbond".
- (e) No building shall be erected on each lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
- (f) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (g) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

REGISTERED  2-8-1993

SGR:0578a

22.2

S. N. Lumb
P. Bernard
[Signature]

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

Lengths are in metres

Sheet 4 of 8 Sheets

DP 832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 9/1156 of 1993.

- (h) No more than one single dwelling shall be erected on any lot burdened and for this purpose "dwelling" shall not include a building designed for the separate occupation of more than one family unit.
- (i) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on each such lot and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (j) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (k) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (l) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.
- (m) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (n) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (o) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (p) No run off water from any building impervious surface or other

REGISTERED  85 2-8-1993

SGR:0578a

S.A. Lusk

[Signature]

[Signature]

22.2

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

Lengths are in metres

Sheet 5 of 8 Sheets

DP 832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91156 of 1993.

material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.

- (q) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (r) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (s) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding one (1) tonne shall be parked or permitted to remain on any lot burdened.

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

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

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

- (a) No main building shall be erected on the lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
- (b) No main building shall be erected or be permitted to remain erected on the lot burdened of more than one level and no main building shall be erected or be permitted to remain erected on the lot burdened containing single storey duplex dwellings unless each such

REGISTERED  8 2-8-1993

SGR:0578a

22.2

S. A. L. Smith P. Smith
[Signature]

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

Lengths are in metres

Sheet 6 of 8 Sheets

DP 832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91156 of 1993.

duplex has a minimum total floor area of 95 square metres inclusive of car accommodation but exclusive of external landings and patios. No carport shall be erected or permitted to remain on any lot burdened.

- (c) No building shall be erected on the lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the product known as "colorbond".
- (d) No building shall be erected on the lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
- (e) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (f) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (g) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on the such lot and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (h) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (i) No fence shall be erected on the lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (j) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so

REGISTERED  82 2-B-1993

S.A. Conolly

P. Shaw

[Signature]

SGR:0578a

22.2

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

Lengths are in metres

Sheet 7 of 8 Sheets

DP 832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91156 of 1993.

as to be visible from a road or from other lots in the subdivision
without being screened.

- (k) No advertisement hoarding sign or matter of any description shall be erected or displayed on the lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (l) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (m) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (n) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (o) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (p) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (q) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding one (1) tonne shall be parked or permitted to remain on any lot burdened.

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

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

REGISTERED  80 2-8-1993

S.A. Cant
Abraham
Ch...

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

Lengths are in metres

Sheet 8 of 8 Sheets

DP 832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91136 of 1993.

5. Terms of Positive Covenant for the Maintenance and Access Drives Fifthly
referred to in abovementioned plan

The Registered Proprietor of each lot affected will at all times, at his
own expense and in all respects, maintain that part of such registered
proprietor's access drive as is situated in the "bulb" located in Joshua
Road.

The Authority having the right to release, vary or modify this
Restriction is the Council of the City of Maitland.

THE COMMON SEAL of ANAMBAH HOMES PTY
LIMITED A.C.N.002 404 560
was hereunto affixed by authority
of the Board of Directors and
in the presence of:



S.A. Cornell

.....
Director

P. C. ...
.....
Secretary

THE COMMON SEAL of MAITLAND MUTUAL
BUILDING SOCIETY LIMITED
was hereunto affixed by authority
of the Board of Directors and
in the presence of:



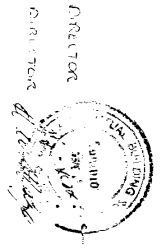
[Signature]

.....
Director

[Signature]
.....
Director SECRETARY

REGISTERED  82-8-1993

SIGNATURE AND SEALS ONLY



DIRECTOR
S.A. CARRER
SECRETARY

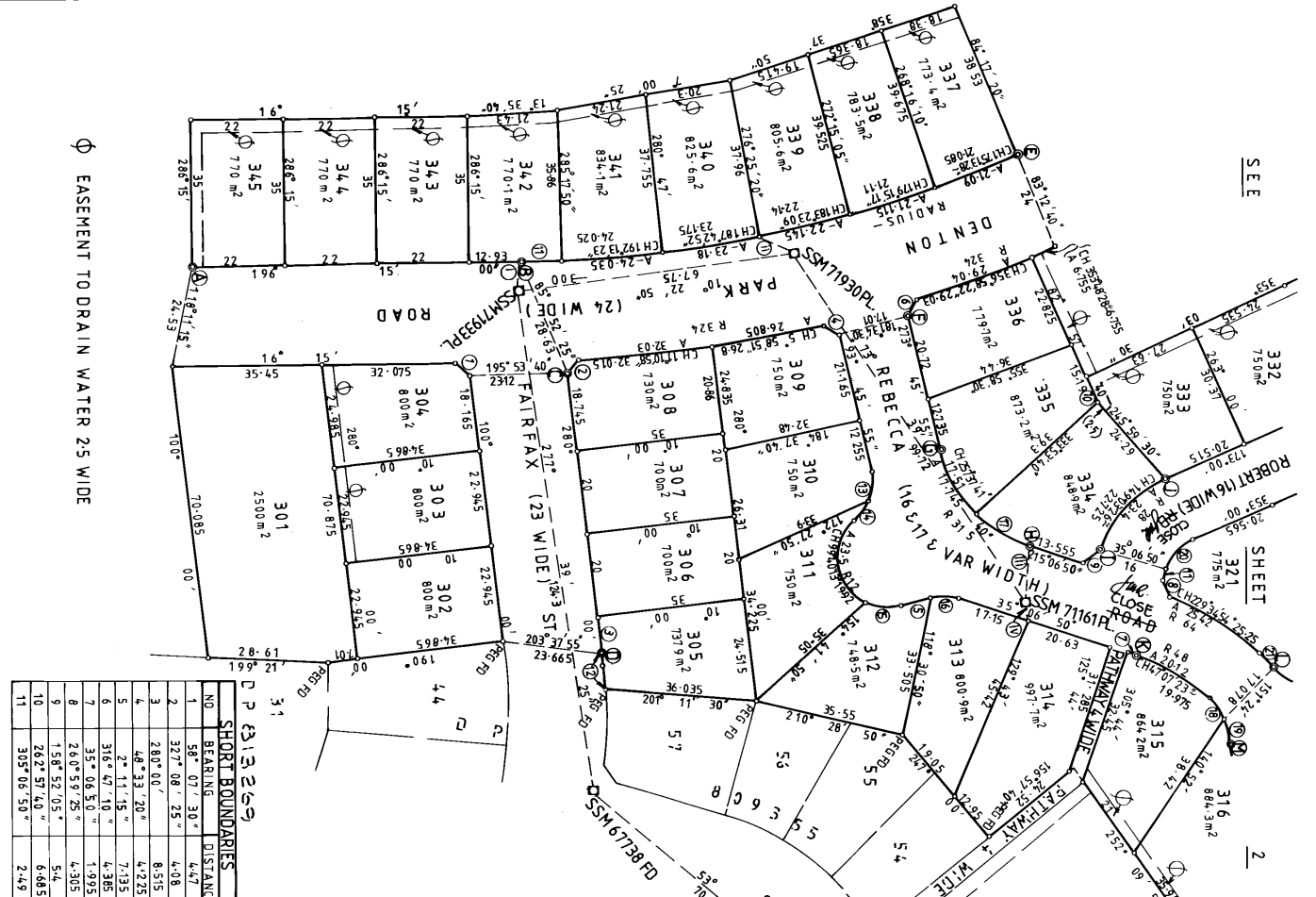


PLAN Drawing only to appear in this space

OFFICE USE ONLY

PLAN APPROVED
Land District
Paper No.
Field Book
Crown Lands Office Approval
Council Clerk's Certificate
 / I hereby certify that
 (a) the requirements of section 248 of the 1979 Crown Lands Act
 (b) the requirements of section 348 of the 1979 Metropolitan Water Management and Drainage Act 1979, as amended
 have been complied with in respect of the application in relation to the proposed subdivision of the land described in the instrument referred to above.
 Date: 27/11/93
 Council Clerk's Certificate No. 91133/93

SURVEYOR'S REFERENCE: 81756



SHORT BOUNDARIES

NO	BEARING	DISTANCE
1	327° 08' 25"	4.08
2	327° 08' 25"	4.08
3	280° 00'	8.515
4	48° 33' 20"	4.223
5	2° 11' 15"	1.157
6	316° 47' 10"	4.395
7	316° 47' 10"	1.995
8	268° 59' 25"	4.305
9	158° 52' 05"	5.4
10	262° 57' 40"	6.685
11	305° 04' 50"	2.49

CURVED BOUNDARIES

NO	BEARING	DISTANCE	ARC LENGTH	RADIUS
12	282° 13' 06"	9.01	9.015	11.615
13	110° 56'	7.085	7.19	12
14	14° 56' 04"	5.74	5.795	12
15	22° 52' 48"	8.48	8.67	12
16	18° 39' 02"	6.8	6.9	12
17	228° 18' 06"	14.375	14.5	31.5
18	07° 53' 32"	6.425	6.88	15
19	97° 04' 52"	6.485	6.505	15
20	32° 03' 26"	9.74	10.03	12
21	23° 14' 52"	5.11	5.11	64

PERMANENT MARKS DISTANCES

NO	DESCRIPTION	BEARING	DISTANCES
A	DRILL HOLE	265° 31' 50"	5.915
B	DRILL HOLE & WING	265° 52' 25"	19.915
C	DRILL HOLE	165° 53' 40"	5.78
D	DRILL HOLE & WING	10° 00'	20.895
E	DRILL HOLE	1° 34' 30"	5.92
F	DRILL HOLE & WING	17° 02'	5.93
G	DRILL HOLE	142° 20'	17.02
H	DRILL HOLE & WING	305° 06' 50"	4.285
I	DRILL HOLE	215° 06' 50"	12.41
J	DRILL HOLE & WING	263° 00'	11.606
K	DRILL HOLE & WING	125° 06' 50"	4.405
L	DRILL HOLE & WING	331° 24'	4.275
M	DRILL HOLE & WING	199° 30' 30"	12.38

CONNECTIONS TO SSM'S

NO	BEARING	DISTANCE
(1)	312° 54' 45"	6.245
(2)	220° 34' 20"	9.28
(3)	107° 14' 52"	17.86
(4)	102° 40' 50"	5.06

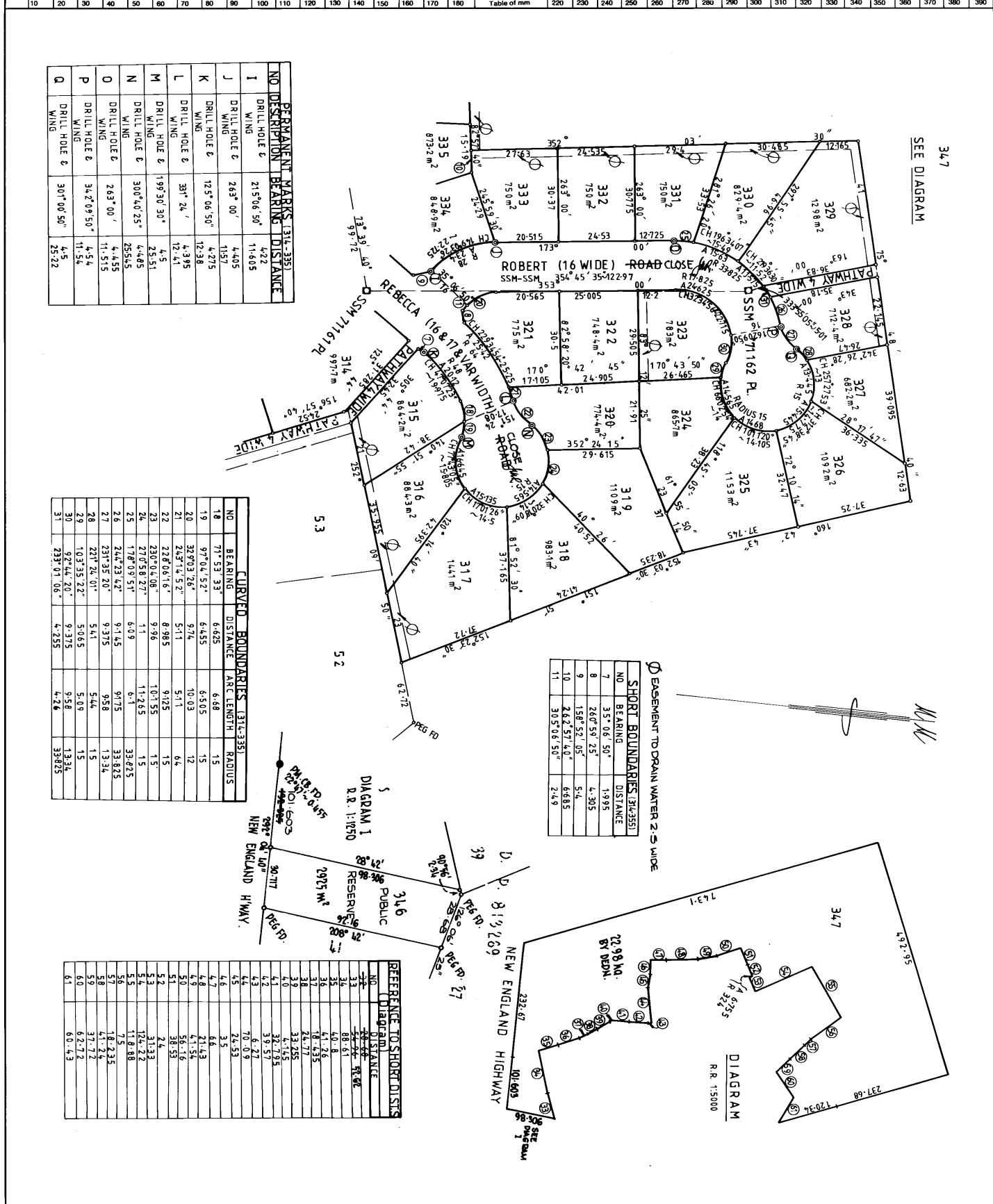
Registered: J. John Michael Rennie
CA: No: 09153 OF 24.14.1992
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: U4572-21*
Last Plan: OP83269
PLAN: OF SUBDIVISION OF LOT 40 DP 813269
 Lengths are in metres. Reduction Ratio 1:800
Map-shade: MAITLAND
Locality: RUTHERFORD
Parish: GOSFORTH
County: NORTHUMBERLAND
 This is sheet 1 of my plan in 2 sheets.
 (Delete if inapplicable)
L. JOHN MICHAEL RENNIE
of 43 ELGIN ST. MAITLAND 2320
 Surveyor / Registrar of the Survey and Mapping Act 1979 and the Metropolitan Water Management and Drainage Act 1979.
 I declare that the above is a true and correct copy of the Survey Plan and that the same is in accordance with the Survey and Mapping Act 1979 and the Metropolitan Water Management and Drainage Act 1979.
 Dated this 27th day of November 1993.
 (Signature)
 J. John Michael Rennie
 Surveyor / Registrar of the Survey and Mapping Act 1979 and the Metropolitan Water Management and Drainage Act 1979.
 Panel FOR USE ONLY for statements of intention to create a new public road, or for the purpose of re-aligning, widening, or otherwise altering an existing public road, or for the purpose of creating a new public path or widening an existing public path, or for the purpose of creating a new public easement, or for the purpose of re-aligning, widening, or otherwise altering an existing public easement, or for the purpose of creating a new public reserve, or for the purpose of re-aligning, widening, or otherwise altering an existing public reserve.
 Pursuant to section 88B of the Metropolitan Water Management and Drainage Act 1979, as amended I hereby intend to dedicate to the public a public road, or public path, or public easement, or public reserve, or public reserve, or public reserve, or public reserve.
 PLAN AMENDED IN L.T.O. AT SURVEYORS REQUEST 16-11-1993

WARNING: CREAMING OR FOLDING WILL LEAD TO REFLECTION

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

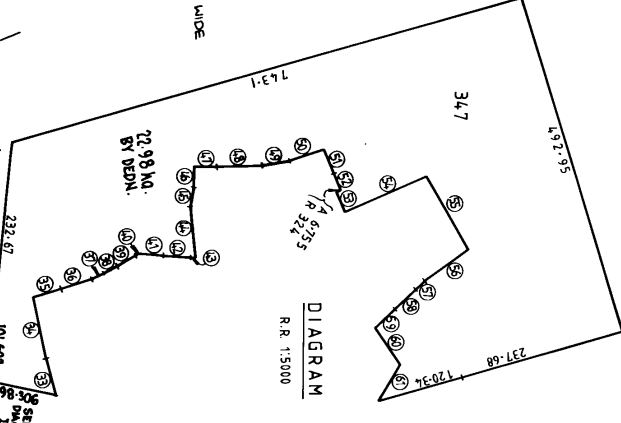
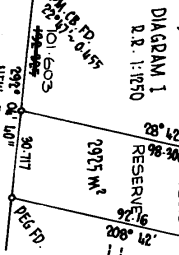
OFFICE USE ONLY



NO	DESCRIPTION	BEARING	DISTANCE
I	PERMANENT MARKS (319-328) DRILL HOLE @ WING	215° 06' 50"	4.22
J	DRILL HOLE @ WING	263° 00'	11.605
K	DRILL HOLE @ WING	125° 06' 50"	4.405
L	DRILL HOLE @ WING	381° 24'	4.275
M	DRILL HOLE @ WING	199° 30' 30"	12.38
N	DRILL HOLE @ WING	300° 40' 25"	4.385
O	DRILL HOLE @ WING	263° 00'	12.41
P	DRILL HOLE @ WING	342° 00' 50"	4.5
Q	DRILL HOLE @ WING	307° 00' 50"	4.485
			25.22

NO	BEARING	DISTANCE	ARC LENGTH	RADIUS
18	71° 53' 33"	6.625	6.88	15
19	97° 04' 52"	6.455	6.505	15
20	32° 03' 28"	9.74	10.03	12
21	243° 14' 52"	5.11	5.11	6.4
22	22° 00' 16"	8.985	9.125	15
23	230° 04' 08"	9.96	10.155	15
24	27° 58' 27"	1.1	1.1	15
25	178° 09' 51"	6.09	6.1	15
26	246° 23' 42"	9.145	9.175	33.825
27	231° 35' 20"	9.315	9.58	33.825
28	221° 24' 01"	5.41	5.44	13.34
29	103° 35' 22"	5.085	5.09	15
30	92° 44' 20"	9.315	9.58	13.34
31	231° 01' 06"	4.255	4.26	33.825

NO	BEARING	DISTANCE
7	35° 06' 50"	1.995
8	260° 54' 25"	4.305
9	158° 52' 05"	5.4
10	262° 57' 40"	6.885
11	305° 06' 50"	2.49



NO	BEARING	DISTANCE	ARC LENGTH	RADIUS
4.7	6.8	6.6	6.6	15
4.8	21.43	4.8	4.8	15
4.9	41.54	4.2	4.2	15
5.0	58.59	2.7	2.7	15
5.1	91.26	1.8	1.8	15
5.2	122.82	1.2	1.2	15
5.3	154.38	0.9	0.9	15
5.4	185.94	0.6	0.6	15
5.5	217.50	0.4	0.4	15
5.6	249.06	0.3	0.3	15
5.7	280.62	0.2	0.2	15
5.8	312.18	0.1	0.1	15
5.9	343.74	0.1	0.1	15
6.0	375.30	0.1	0.1	15
6.1	406.86	0.1	0.1	15

DP 017435
 Registered 4/6/1992
 This is sheet 2 of 2 sheets
 dated 7 MARCH 1992
 M. R. W. W. W. W.
 Major registered under Surveyors Act 1929
 This is sheet 2 of the plan of 2 sheets covered by my certificate No. 10312/1911/93
 24-4-92
 For use where space is insufficient in my plan on Plan Form 2
 Council Clerk
 Reducer Ratio 1: 800
 SUPERVISOR'S REFERENCE: 8/1766

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 1 of 13 Sheets

PART 1

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered by Council Clerk's Certificate No.91153 of 1992.

Full name and address of the proprietor of the Land

ANAMBAH HOMES PTY LIMITED A.C.N. 002
404 560 C/- Parry Carroll Kanjian,
solicitors, 15th Floor, 111 Elizabeth Street, Sydney.

Full name and address of Mortgagee of the Land

MAITLAND MUTUAL BUILDING SOCIETY LIMITED
of 417 High Street, Maitland 2320

1. Identity of easement firstly referred to in the abovementioned plan

Easement to drain water 2.5 wide

Schedule of Lots etc. affected

Lots Burdened

Lots Benefited

317
316
315
328
329
330
331
332
333
347
323
337
338
339
340
341
342
343
344
345
303
304

347
317, 347
316, 317, 347
327
327, 328
327 - 329 incl.
327 - 330 incl.
327 - 331 incl.
327 - 332 incl. and 334
327 - 336 incl.
324
347
337 and 347
337, 338 and 347
337 - 339 incl. and 347
337 - 340 incl. and 347
337 - 341 incl. and 347
337 - 342 incl. and 347
337 - 343 incl. and 347
337 - 344 incl. and 347
302
302, 303

P. Leavelle

[Signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 2 of 13 Sheets

PLAN

DP817435

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

2. Identity of restriction
secondly referred to in the
abovementioned plan

Restrictions on the use of land

Schedule of Lots etc. affected

Lots Burdened

Lots Benefited

Every Lot except Lot 301 & 337-347
inclusive

Every other Lot except 301 and 337-347
inclusive

3. Identity of restriction
thirdly referred to in the
abovementioned plan

Restrictions on the use of land

Schedule of Lots etc. affected

Lot Burdened

Lots benefited

301

Every other Lot except 346 and 347

4. Identity of restriction
fourthly referred to in the
abovementioned plan

Restrictions on the use of land

Schedule of Lots etc. affected

Lots Burdened

Lots Benefited

Lots 338 - 345 inclusive

Every other Lot except 346 and 347

5. Identity of restriction
fifthly referred to in the
abovementioned plan

Restrictions on the use of land

Schedule of Lots etc. affected

Lots Burdened

Lots Benefited

Lot 337

Every other Lot except 346 and 347

P. Banall

M. Anderson

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 3 of 13 Sheets

PLAN


Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

DP817435

PART 2

2. Terms of restrictions on the use of land secondly referred to in the
abovementioned plan
- (a) No main building shall be erected on each lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
 - (b) No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 110 square metres exclusive of car accommodation, external landings and patios.
 - (c) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.
 - (d) No building shall be erected on each lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the product known as "colorbond".
 - (e) No building shall be erected on each lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
 - (f) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
 - (g) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

P. Banall *M. Paterson*

REGISTERED  46/1992

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 4 of 13 Sheets

PLAN

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

DP817435

- (h) No more than one single dwelling shall be erected on any lot burdened and for this purpose "dwelling" shall not include a building designed for the separate occupation of more than one family unit.
- (i) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on each such lot and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (j) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (k) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (l) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.
- (m) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (n) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (o) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (p) No run off water from any building impervious surface or other material

P. Barwell

M. B. [Signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 5 of 13 Sheets

PLAN

DP817435

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.

- (q) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (r) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (s) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding one (1) tonne shall be parked or permitted to remain on any lot burdened.

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

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

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

- (a) No main building shall be erected on the lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
- (b) No main building shall be erected or be permitted to remain erected on the lot burdened of more than one level and no main building shall be erected or be permitted to remain erected on the lot burdened containing

P. Bowdell

M. Jackson

REGISTERED 4/1/1992

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 6 of 13 Sheets

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

- home units and/or townhouses unless each such home unit or townhouse has a minimum total floor area of 70 square metres exclusive of car accommodation, external landings and patios.
- (c) No building shall be erected on the lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the product known as "colorbond".
 - (d) No building shall be erected on the lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
 - (e) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
 - (f) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
 - (g) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on the such lot and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
 - (h) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
 - (i) No fence shall be erected on the lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
 - (j) No privy shall be erected or permitted to remain on any lot burdened in a

P. Ballard

M. Peterson

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 7 of 13 Sheets

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.

- (k) No advertisement hoarding sign or matter of any description shall be erected or displayed on the lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (l) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (m) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (n) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (o) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (p) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (q) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding one (1) tonne shall be parked or permitted to remain on any lot burdened.

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

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

P. O'Connell

M. Patterson

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 8 of 13 Sheets

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered by Council Clerk's Certificate No.91153 of 1992.

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

- (a) No main building shall be erected on the lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
- (b) No main building shall be erected or be permitted to remain erected on the lot burdened of more than one level and no main building shall be erected or be permitted to remain erected on the lot burdened containing single storey duplex dwellings unless each such duplex has a minimum total floor area of 85 square metres exclusive of car accommodation, external landings and patios. No carport shall be erected or permitted to remain on any lot burdened.
- (c) No building shall be erected on the lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the product known as "colorbond".
- (d) No building shall be erected on the lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
- (e) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (f) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (g) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a

P. Banall

M. Anderson



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 9 of 13 Sheets

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on the such lot and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.

- (h) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (i) No fence shall be erected on the lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (j) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.
- (k) No advertisement hoarding sign or matter of any description shall be erected or displayed on the lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (l) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (m) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (n) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (o) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.

P. Bandell

M. Paster

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1979

Lengths are in metres

Sheet 10 of 13 Sheets

PLAN *DP817435*

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
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- (p) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (q) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding one (1) tonne shall be parked or permitted to remain on any lot burdened.

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

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

5. Terms of restrictions on the use of land fifthly referred to in the abovementioned plan

- (a) No main building shall be erected on the lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
- (b) No main building shall be erected or be permitted to remain erected on the lot burdened, having a total floor area of less than 110 square metres exclusive of car accommodation, external landings and patios.
- (c) No more than one main building shall be erected on the lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling or a child day care Centre.
- (d) No building shall be erected on the lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the

P. Bauval

M. Anderson

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 11 of 13 Sheets

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

product known as "colorbond".

- (e) No building shall be erected on the lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
- (f) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on the lot burdened.
- (g) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on the lot burdened.
- (h) No more than one single dwelling shall be erected on any lot burdened and for this purpose "dwelling" shall not include a building designed for the separate occupation of more than one family unit.
- (i) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on the lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on the lot and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (j) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (k) No fence shall be erected on the lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (l) No privy shall be erected or permitted to remain on the lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.

P. Barrell

[Signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 12 of 13 Sheets

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
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- (m) No advertisement hoarding sign or matter of any description shall be erected or displayed on the lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (n) No earth, stone, gravel or trees shall be removed or excavated from the lot burdened except where such removal or excavation is necessary for the erection of a building or structure. The lot burdened shall not be permitted to be excavated or appear or remain in an excavated or quarried state.
- (o) No trees shall be removed from the lot burdened without the prior written approval of the Maitland City Council.
- (p) No run off water from any building impervious surface or other material or structure laid or constructed on the lot burdened shall be permitted to run outside the boundaries of the lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (q) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on the lot burdened.
- (r) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on the lot burdened.
- (s) With the exception of vehicles used in connection with the erection of a dwelling or child day care Centre on the lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding one (1) tonne shall be parked or permitted to remain on the lot burdened.

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

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

THE COMMON SEAL of ANAMBAH HOMES PTY)
LIMITED A.C.N.002 404 560 was)
hereunto affixed by authority)
of the Board of Directors and)
in the presence of:)



.....
Director S.A. CORRIE

.....
Secretary P. BAWAIL

SECRETARY

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 13 of 13 Sheets

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered
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THE COMMON SEAL of MAITLAND
MUTUAL BUILDING SOCIETY LIMITED
was hereunto affixed by authority
of the Board of Directors and
in the presence of:

)
)
)
)
) *A. W. May*
Director

..... *M. Calderon*
Secretary
DIRECTOR



REGISTERED  4/6/1992

Certificate No.: PC/2018/2408

Certificate Date: 07/08/2018

Fee Paid: \$80.00

Receipt No.: 243792

Your Reference: 636

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Infotrack ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	56 Denton Park Drive RUTHERFORD NSW 2320
PARCEL NUMBER:	33139
LEGAL DESCRIPTION:	Lot 903 DP 862776

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

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

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

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

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

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

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

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

1. Local Environmental Plan (LEP)

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

Exhibited draft Local Environmental Plans

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

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

State Environmental Planning Policies

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

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

- SEPP21 Caravan Parks
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP30 Intensive Agriculture
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP44 Koala Habitat Protection
- SEPP50 Canal Estate Development
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP55 Remediation of Land
- SEPP Affordable Rental Housing 2009
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Infrastructure) 2007
- SEPP (Miscellaneous Consent Provisions) 2007
- SEPP64 Advertising and Signage
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP Vegetation in Non Rural Areas 2017
- SEPP (Educational Establishments and Child Care Facilities) 2017
- SEPP (Rural Lands) 2008

Draft State Environmental Planning Policies

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

Draft State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016

The draft policy amends the existing SEPP by including new provisions for health services facilities, correctional centres, emergency and police services, public administration buildings, and council services on operational lands. The draft policy coincides with the development of the new State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

Review of State Environmental Planning Policy 44 - Koala Habitat Protection

The proposed amendment to this SEPP will update the controls to better protect koala habitat. The update will bring the SEPP into line with the current planning system and support councils to prepare comprehensive plans of management. The amendments will also improve the application of the SEPP by recognising the extent of tree species important to koalas.

2. Zoning and land use under relevant LEPs

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

R1 General Residential

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

R1 General Residential

a) Purpose/Objective

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

b) Permitted with Consent

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

c) Permitted without Consent

Home occupations

d) Prohibited

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

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

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

f) Critical Habitat

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

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

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

Complying development under the **Low Rise Medium Density Housing Code** may be carried out on the land.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Coal Mine Subsidence Compensation Act 2017

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

6. Road widening and road realignment

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

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

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

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

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

The Council has adopted a Contaminated Lands Policy to provide a framework to appropriately manage land contamination risk through the land use planning process. This Policy seeks to ensure that changes in land use will not increase the risk to human health or the environment. The Policy applies to all land in the Maitland Local Government Area.

7A. Flood Related Development Controls

Development on this land or part of this land for the purposes of dwelling houses, attached dwellings, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is NOT subject to flood related development controls contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

Development on this land or part of this land for any other purpose is NOT subject to flood related development controls contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

Information given in relation to flooding is based upon Council's adopted 1:100 ARI (Average Recurrent Interval) flood event.

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard.

8. Land Reserved for Acquisition

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

9. Contribution Plans

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

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

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

9A. Biodiversity Certified Land

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

10. Biodiversity Stewardship Sites

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

10A. Native Vegetation clearing set asides

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

11. Bushfire Prone Land

The land is NOT identified as being bushfire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site Compatibility Certificate and Conditions for Seniors Housing

a) Site Compatibility Certificate

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

b) Conditions of Development Consent since 11 October 2007

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

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

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

17. Site compatibility certificates and conditions for affordable rental housing

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

18. Paper subdivision information

There is no development plan that applies to the:

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

21. Affected building notices and building product rectification orders

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

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

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

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

Contaminated Land

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

David Evans
General Manager



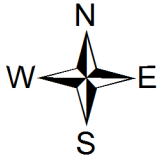
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

N/A

N/A

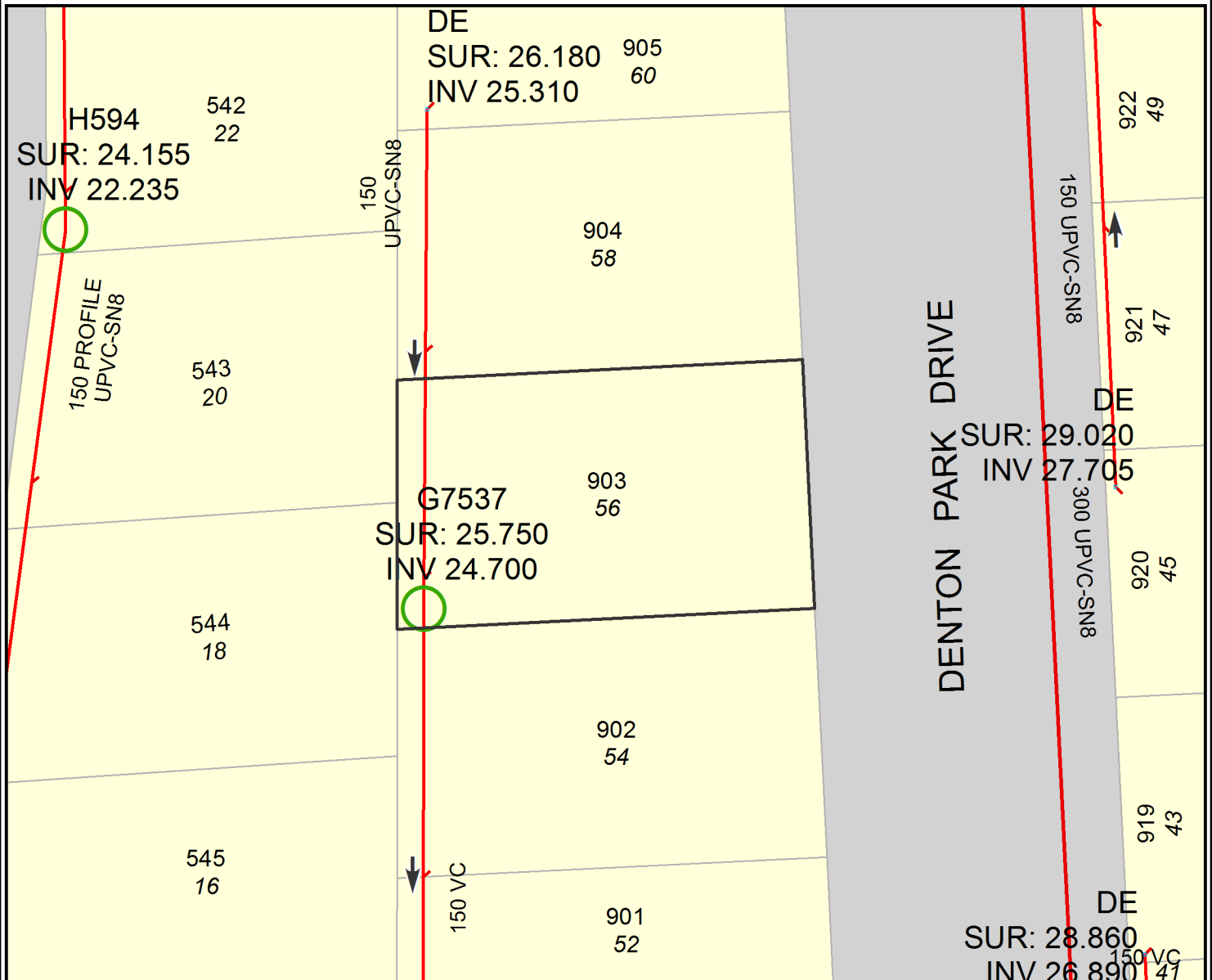
APPLICATION NO.: 0032827264

APPLICANT REF: M 636

RATEABLE PREMISE NO.: 4354810534

PROPERTY ADDRESS: 56 DENTON PARK DR RUTHERFORD 2320

LOT/SECTION/DP:SP: 903//DP 862776



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

IF THE ABOVE DIAGRAM SHOWS A HUNTER WATER CORPORATION ASSET LOCATED WITHIN THE PROPERTY, YOUR ATTENTION IS DRAWN TO SECTION 25 OF THE HUNTER WATER ACT 1991 (NSW). ANY DEVELOPMENT LIKELY TO IMPACT THESE ASSETS REQUIRES PRIOR APPROVAL FROM HUNTER WATER CORPORATION AND SPECIAL PROTECTION WORKS MAY BE REQUIRED. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:

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

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

Date: 6/08/2018

Scale at A4: 1:500

CADASTRAL DATA © Department Finance,
Services & Innovation [Nov 2017].
Modified [06/08/2018]
CONTOUR DATA © AAMHatch
© Department of Planning

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

RP 1311 STAMP DUTY



Blo. oo

OFFICE USE ONLY



E D
563489 S



TRANSFER
GRANTING EASEMENT TG
 REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

	of	
\$		R /

Servient Tenement (Land burdened) Torrens Title Reference	Dominant Tenement (Land benefited) Torrens Title Reference
F/I 30/598354	F/I 347/817435 F/I 30/598354 F/I 7/2881 F/I 8/2881

DESCRIPTION OF LAND
Note (a)

TRANSFEROR
(registered proprietor of servient tenement)
Note (b)

GEOFFREY ERIC SAXBY, KAY ANNE SAXBY, KENNETH WILLEAM JOHN SAXBY and KARENNE DIANE SAXBY

Note (c)

(The abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 1.00 and TRANSFERS and GRANTS "Proposed easement for drainage an easement to drain water shown as ~~Easement to Drain Water~~ (30 wide)" on the Plan annexed hereto and marked with the letter "A"

OFFICE USE ONLY

OVER

TRANSFeree
(registered proprietor of dominant tenement)
Note (b)

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFeree

ANAMBAH HOMES PTY LIMITED A.C.N.002 404 560 of 15th Floor, 111 Elizabeth Street, Sydney

PRIOR ENCUMBRANCES
Note (d)

subject to the following PRIOR ENCUMBRANCES: 1. 2. 3.

DATE 12/6/1992

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (e)

Signed in my presence by the transferor who is personally known to me.

[Signature]
Signature of Witness
ERIC JAMES PARISH.
Name of Witness (BLOCK LETTERS)
18 Wollombi Rd FARLEY.
Address and occupation of Witness
Fitter + Turner.

Geoff Saxby
K.A. Saxby
Kenneth Saxby
[Signature]
Signature of Transferor

Note (e)

Signed in my presence by the transferee who is personally known to me.

[Signature]
Signature of Witness
ERIC JAMES PARISH.
Name of Witness (BLOCK LETTERS)
18 Wollombi Rd Farley.
Address and occupation of Witness
Fitter + Turner.

STANISLAUS ANTHONY CARROLL

[Signature]
Signature of Transferee

TO BE COMPLETED BY LODGING PARTY
Notes (f) and (g)

LODGED BY		LOCATION OF DOCUMENTS	
CARROLL & O'DEA SOLICITORS 19th floor, 111 ELIZABETH ST, SYDNEY DX 183 SYDNEY PHONE 232 2133 FAX: 221 1117 R.G.O. 168H SYDNEY		GT	OTHER
Ref: Delivery Box Number <u>SAX</u>			Herewith.
			In L.T.O. with
			Produced by
Checked <i>02/31/25</i> <i>[Signature]</i>	Passed <i>RF15</i>	REGISTERED	-19
Signed	Extra Fee	Secondary Directions	
		Delivery Directions	

OFFICE USE ONLY

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Land Titles Office.

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing in the left hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land. TORRENS TITLE REFERENCE--Insert the current Reference to the Folio of the Register for both the dominant and servient tenements, e.g., Vol. 135/SP12345 or Vol. 12634 Fol. 126.
- (b) Show the full name, address and occupation or description.
- (c) State the nature of the easement (see e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.
- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.

(e) Execution.

- GENERALLY (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
- (ii) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he/she is personally known. The solicitor for the transferor may sign the certificate on behalf of the transferor, the solicitor's name (not that of his/her firm) to be typewritten or printed adjacent to the signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
- ATTORNEY (iii) If the transfer is executed by an attorney for the transferor pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g., "AB by his/her attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. _____".
- AUTHORITY (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
- CORPORATION (v) If the application is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state their position (e.g., director, secretary) in the corporation.

(f) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, prob. for probate, W/A for letters of administration.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS				
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME		
				26
				52
				78
				104
				130

SECOND SCHEDULE & OTHER DIRECTIONS				
(D) FOLIO IDENTIFIER (OR REGD DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NCFN TYPE	(G) DEALING NUMBER	(H) DETAILS
30/598354	ON	EH		EASEMENT TO DRAW WATER AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN 30 MIDE 1M PLAN WITH E563489
547/517435 7/2881 8/2881				EASEMENT TO DRAW WATER APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART OF A LOT 30 1M DP598354 SHOWN 30 MIDE 1M PLAN WITH E563489

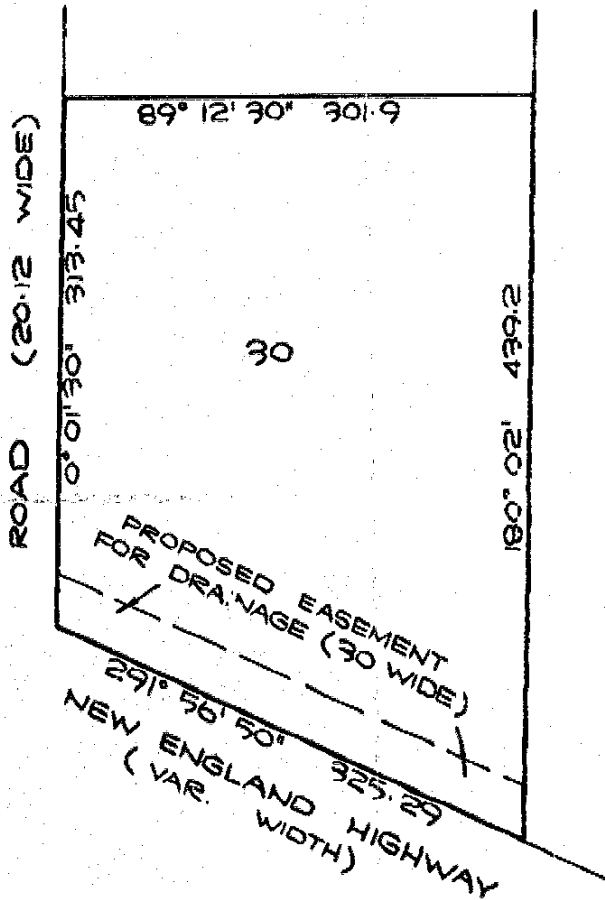
Plan Drawing only to appear in this space

E563489

" A "

This is the Annexure marked "A" referred to in Transfer Granting Easement between Geoffrey Eric Saxby, Kay Anne Saxby, Kenneth William John Saxby and Karenne Diane Saxby (Transferor) and Anambah Homes Pty Limited A.C.N.002 404 560 (Transferee).

31
D.P. 598354



40
D.P. 813269

X G.E. Saxby
 X H.A. Saxby
 X K.W. Saxby
 X D. Saxby

X *[Signature]*
 JOHN G. NELSON
 Surveyor
 18-20 Oxford Street
 EPPING Telephone: 876 8055

LODGE WITH DEALING

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	Table of mrr
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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

Lengths are in metres

Sheet 1 of 11 Sheets

DP 862776

Plan of Subdivision of Lot 856 DP 852063
covered by Council Clerk's Certificate
No.95042 of 1996.

PART 1

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

ANAMBAH HOMES PTY LIMITED
ACN 002 404 560
C/- Parry Carroll Kanjian
Solicitors
Level 23, MLC Centre
19 Martin Place
SYDNEY NSW 2000

Full name and address of Mortgagee of
the land:

MAITLAND MUTUAL BUILDING
SOCIETY LIMITED
417 High Street
MAITLAND NSW 2320

1. Identity of easement firstly
referred to in the
abovementioned plan: Easement to drain water 2.5 wide

Schedule of Lots etc. affected

<u>Lots Burdened</u>	<u>Lots Benefited</u>
901	902-905 incl
902	903-905 incl.
903	904, 905
904	905
907	906
908	906, 907
909	906-908 incl.
910	906-909 incl.
911	906-910 incl.
912	906-911 incl., 913
915	914
918	906 -913 incl.

SAC/354456_1.SAM...08/27

S. P. Carroll
Severin

Plauall

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

Lengths are in metres

Sheet 2 of 11 Sheets

DP 862776

Plan of Subdivision of Lot 856 DP 852063
covered by Council Clerk's Certificate
No.95042 of 1996.

- 2. Identity of easement secondly referred to in the abovementioned plan: Easement to Drain Water 3 Wide

Schedule of Lots etc. affected

Lots Burdened

Authority benefited

916, 918

Maitland Council

- 3. Identity of easement thirdly referred to in the abovementioned plan: Easement for Electricity Substation 5.5 wide

Schedule of Lots etc. affected

Lots Burdened

Authority benefited

918

Shortland Electricity

- 4. Identity of Easement Fourthly referred to in abovementioned plan Easement for Underground Cables 2 wide

Schedule of Lots etc. affected

Lot Burdened

Authority benefited

899

Shortland Electricity

- 5. Identity of Restriction Fifthly referred to in abovementioned plan Restriction on the Use of Land

Schedule of Lots etc. affected

Lots Burdened

Lots benefited

Every Lot except 899, 900, 905,
912, 916, 917, 918

Every other Lot except 899, 900, 916,
917 & 918

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S. A. Curran



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

Lengths are in metres

Sheet 3 of 11 Sheets

DP 862776

Plan of Subdivision of Lot 856 DP 852063
covered by Council Clerk's Certificate
No.95042 of 1996.

- | | | |
|----|---|--------------------------------|
| 6. | <u>Identity of Restriction</u>
<u>Sixthly referred to in</u>
<u>abovementioned plan</u> | Restriction on the Use of Land |
|----|---|--------------------------------|

Schedule of Lots etc. affected

<u>Lots Burdened</u>	<u>Lots benefited</u>
905, 912	Every other Lot except 900, 916, 917 & 918

- | | | |
|----|--|----------------------------|
| 7. | <u>Identity of Easement</u>
<u>Seventhly referred to in</u>
<u>abovementioned plan</u> | Easement for Access 8 wide |
|----|--|----------------------------|

Schedule of Lots etc. affected

<u>Lot Burdened</u>	<u>Authority benefited</u>
918	Maitland City Council

PART 2

3. Terms of the Easement for Electricity Substation Thirdly referred to in
abovementioned plan

Reserving to and in favour of Shortland Electricity for the purpose of enabling
the supply of electricity full right and liberty:-

- (a) To install and maintain a padmount substation and to lay and maintain
cables and connections on or beneath the surface of that part of the land
delineated in the plan and therein referred to as "Easement for Electricity
Substation".
- (b) For the purpose aforesaid for the said Shortland Electricity and or by its
authorised servants from time to time and at all reasonable times to enter
into and upon the said land and to pass and repass over the same for all
purposes whatsoever connected with the rights created by paragraph (a)
hereof.

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 *S. D. Lunde*  *P. Bauall*

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

Lengths are in metres

Sheet 4 of 11 Sheets

DP 862776

Plan of Subdivision of Lot 856 DP 852063
covered by Council Clerk's Certificate
No.95042 of 1996.

4. Terms of easement for underground cables 2 wide fourthly referred to in
abovementioned plan:

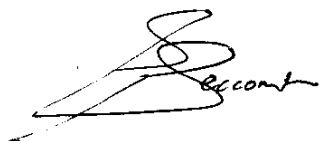
Reserving to and in favour of Shortland Electricity for the purpose of enabling
the supply of electricity full right and liberty:-

- (a) To lay and maintain cables and connections underground beneath the
surface of that part of the land delineated in the plan and therein referred
to as "Easement for Underground Cables".
- (b) For the purpose aforesaid for the said Shortland Electricity and or by its
authorised servants from time to time and at all reasonable times to enter
into and upon the said land and to pass and repass over the same for all
purposes whatsoever connected with the rights created by paragraph (a)
hereof.

5. Terms of Restriction on the Use of Land fifthly referred to in abovementioned
plan:

- (a) No main building shall be erected on each lot burdened other than with
external walls of brick, and/or brick veneer and/or stone and/or concrete
and/or glass and/or timber and/or asbestos cement, provided that the
proportion of brick and/or brick veneer and/or stone and/or concrete shall
not be less than 25% of the total area of the external walls. Timber shall
not be used in external walls except in conjunction with all or any of the
abovementioned materials and the proportion shall not exceed 35% of the
total area of the external walls. Asbestos cement shall not be used in
external walls except in gable ends and in the case of a two storey
building in the walls of the upper storey where the proportion shall not
exceed 50% of the total area of the external walls.
- (b) No main building shall be erected or be permitted to remain erected on
each lot burdened, having a total floor area of less than 110 square
metres exclusive of car accommodation, external landings and patios.

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S. A. Lunn

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

Lengths are in metres


Sheet 5 of 11 Sheets

DP 862776

Plan of Subdivision of Lot 856 DP 852063
covered by Council Clerk's Certificate
No.95042 of 1996.

- (c) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.
- (d) No building shall be erected on each lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the product known as "Colorbond".
- (e) No building shall be erected on each lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
- (f) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (g) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (h) No more than one single dwelling shall be erected on any lot burdened and for this purpose "dwelling" shall not include a building designed for the separate occupation of more than one family unit.
- (i) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick or Colorbond and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.

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S. J. Lunn



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

Lengths are in metres

Sheet 6 of 11 Sheets

DP 862776

Plan of Subdivision of Lot 856 DP 852063
covered by Council Clerk's Certificate
No.95042 of 1996.

- (j) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (k) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (l) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.
- (m) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (n) No earth, stone or gravel shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (o) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (p) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (q) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.

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S. A. Lunn

P. B. A. A. A.

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

Lengths are in metres

Sheet 7 of 11 Sheets

DP 862776

Plan of Subdivision of Lot 856 DP 852063
covered by Council Clerk's Certificate
No.95042 of 1996.

- (r) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (s) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding two (2) tonne shall be parked or permitted to remain on any lot burdened.

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

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

6. Terms of restriction on the use of land sixthly referred to in the abovementioned plan:-

- (a) No main building shall be erected on each lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
- (b) No main building shall be erected or be permitted to remain erected on the lot burdened, of more than one level and no main building shall be

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S. P. L. L. L.

P. L. L. L.

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

Lengths are in metres

Sheet 8 of 11 Sheets

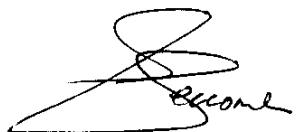
Plan: **DP 862776**

Plan of Subdivision of Lot 856 DP 852063
covered by Council Clerk's Certificate
No.95042 of 1996.

erected or be permitted to remain erected on the lot burdened except containing single storey duplex dwellings unless each such duplex dwelling has a minimum total floor area of 100m² inclusive of car accommodation but exclusive of external landings and patios. No carport shall be erected or permitted to remain on any lot burdened.

- (c) No building shall be erected on each lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the product known as "Colorbond".
- (d) No building shall be erected on each lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
- (e) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (f) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (g) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick or Colorbond and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (h) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (i) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but

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S. Stone

Phanall

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

Lengths are in metres

Sheet 9 of 11 Sheets

Plan: **DP 862776**

Plan of Subdivision of Lot 856 DP 852063
covered by Council Clerk's Certificate
No.95042 of 1996.

such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.

- (j) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.
- (k) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (l) No earth, stone or gravel shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (m) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (n) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (o) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (p) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (q) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a

sgr:354456_1.SAM



S. A. Lander



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

Lengths are in metres

Sheet 10 of 11 Sheets

Plan: *DP862776*

Plan of Subdivision of Lot 856 DP 852063 covered by Council Clerk's Certificate No.95042 of 1996.

load carrying capacity exceeding two (2) tonne shall be parked or permitted to remain on any lot burdened.

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

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

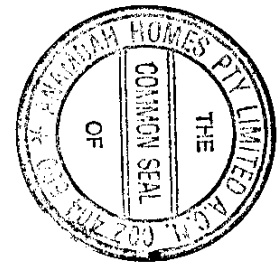
7. Terms of the Easement for Access severthly referred to in abovementioned plan

Full and free right for Maitland City Council, and every person authorised by it, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both over the land herein indicated as the servient tenement subject to the proviso that Maitland City Council will extinguish this easement when alternative permanent access is available to the reasonable satisfaction of Maitland City Council to the trunk drainage basin.

THE COMMON SEAL ANAMBAH HOMES)
PTY LIMITED was hereunto affixed by)
authority of the Board of Directors)
and in the presence of:)

S. P. Larnell
.....
Director

P. Blauall
.....
Secretary



[Handwritten signature]

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

Lengths are in metres

Sheet 11 of 11 Sheets

Plan: **DP 862776**

Plan of Subdivision of Lot 856 DP 852063
covered by Council Clerk's Certificate
No.95042 of 1996.


THE COMMON SEAL of MAITLAND
MUTUAL BUILDING SOCIETY LIMITED
was hereunto affixed by authority
of the Board of Directors
and in the presence of:



[Handwritten signature]

.....
Director

[Handwritten signature]
.....
Secretary

REGISTERED  *24-9-1996*

PLAN FORM 2
SIGNATURE AND SEALS ONLY

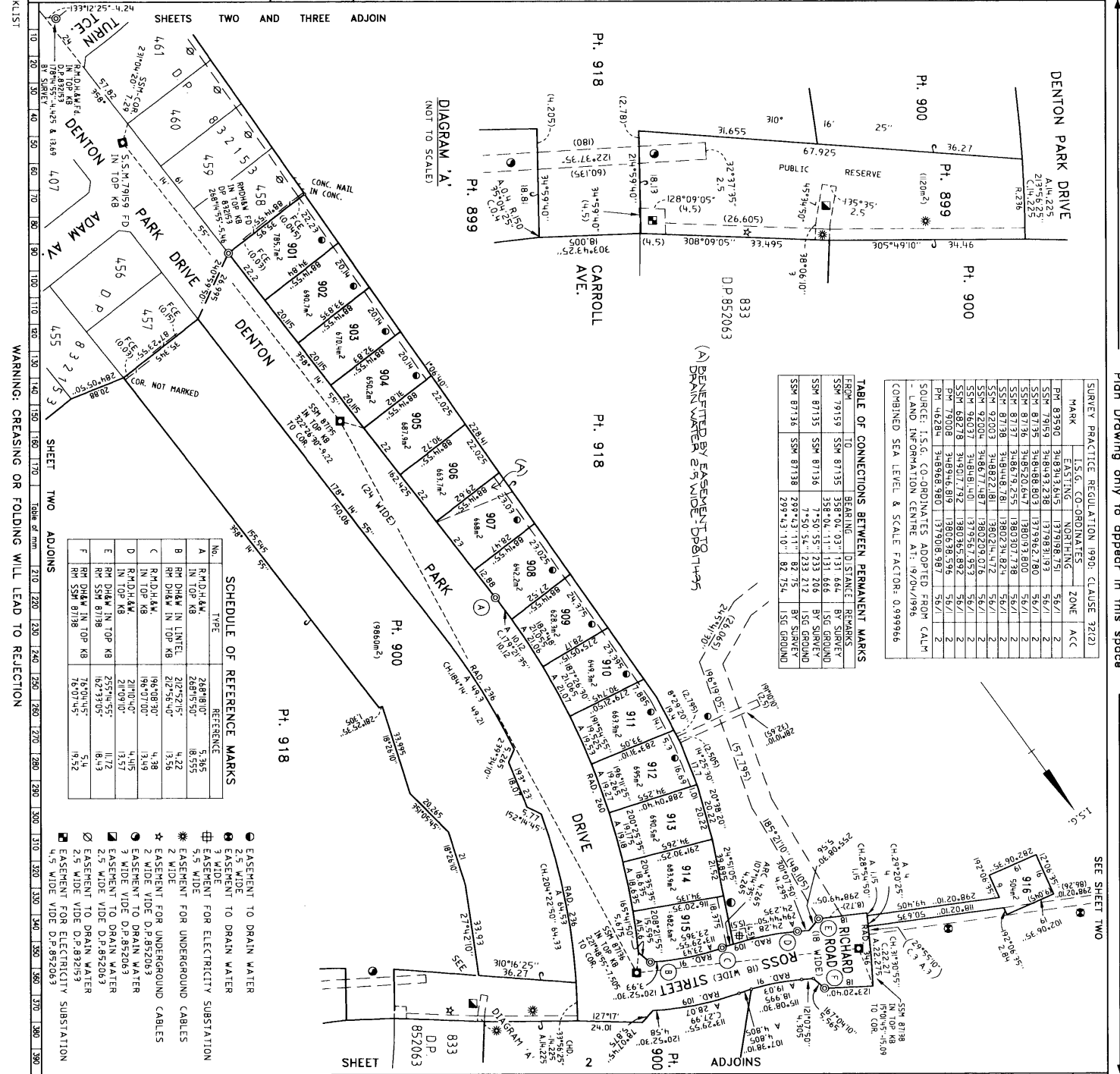
Crown Lands Office Approval
PLM APPROVED
Approved Officer
Land Officer
Paper No.
Filed Date

Council's Certificate
I hereby certify that...
(a) the requirements of the Local Government Act, 1919 (other than...)
(b) the requirements of the Subdivision Act, 1981...
Have been complied with by the applicant in relation to the...
Proposed new road, 'Subdivision' or 'Compendium' and all other...
Subdivision No. **92042**
Project Name No. **DA 95042**

THE COMMON SEAL OF THE UNITED KINGDOM OF GREAT BRITAIN
COMMON SEAL
S. J. CONNOR
D. J. CONNOR
P. BOWELL
S. J. CONNOR
D. J. CONNOR

THE COMMON SEAL OF THE UNITED KINGDOM OF GREAT BRITAIN
COMMON SEAL
S. J. CONNOR
D. J. CONNOR

COMMON SEAL
S. J. CONNOR
D. J. CONNOR



DP 862776
Registered: 21.9.1996
CA: N99042 OF 9.1.1996
Title System: TOPRENS
Purpose: SUBDIVISION
Ref. Map: U 450:84
Lot Plan: DP 852067
Plan of Subdivision of Lot 856 D.P. 852063

LGA: MAITLAND
Locality: RUTHERFORD
Parish: COSFORTH
County: NORTHUMBERLAND

Lengths are in metres. Reduction Ratio 1:1000
(Delete if inapplicable)

PLM FOR USE ONLY
PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.
IT IS INTENDED TO DEDICATE THE EXTENSION OF DENTON PARK DRIVE, DENTON PARK DRIVE, RICHARD ROAD TO THE PUBLIC AS PUBLIC ROADS.
IT IS INTENDED TO CREATE LOTS 899 & 917 AS PUBLIC RESERVE.
PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO DRAIN WATER 1.5 WIDE,
2. EASEMENT TO DRAIN WATER 2.5 WIDE,
3. EASEMENT TO DRAIN WATER 3 WIDE,
4. EASEMENT FOR UNDERGROUND CABLES 5.5 WIDE,
5. RESTRICTION ON THE USE OF LAND,
6. RESTRICTION ON THE USE OF LAND,
7. EASEMENT FOR ACCESS 8 WIDE

TABLE OF CONNECTIONS BETWEEN PERMANENT MARKS

FROM MARK	TO MARK	BEARING	DISTANCE	REMARKS
SSM 79159	SSM 87135	358°04'11"	131.666	1.5G GROUND
SSM 87135	SSM 87136	7°50'55"	233.206	1.5G GROUND
SSM 87136	SSM 87138	299°43'11"	82.715	1.5G GROUND
SSM 87138	SSM 87138	299°43'10"	82.754	1.5G GROUND

SCHEDULE OF REFERENCE MARKS

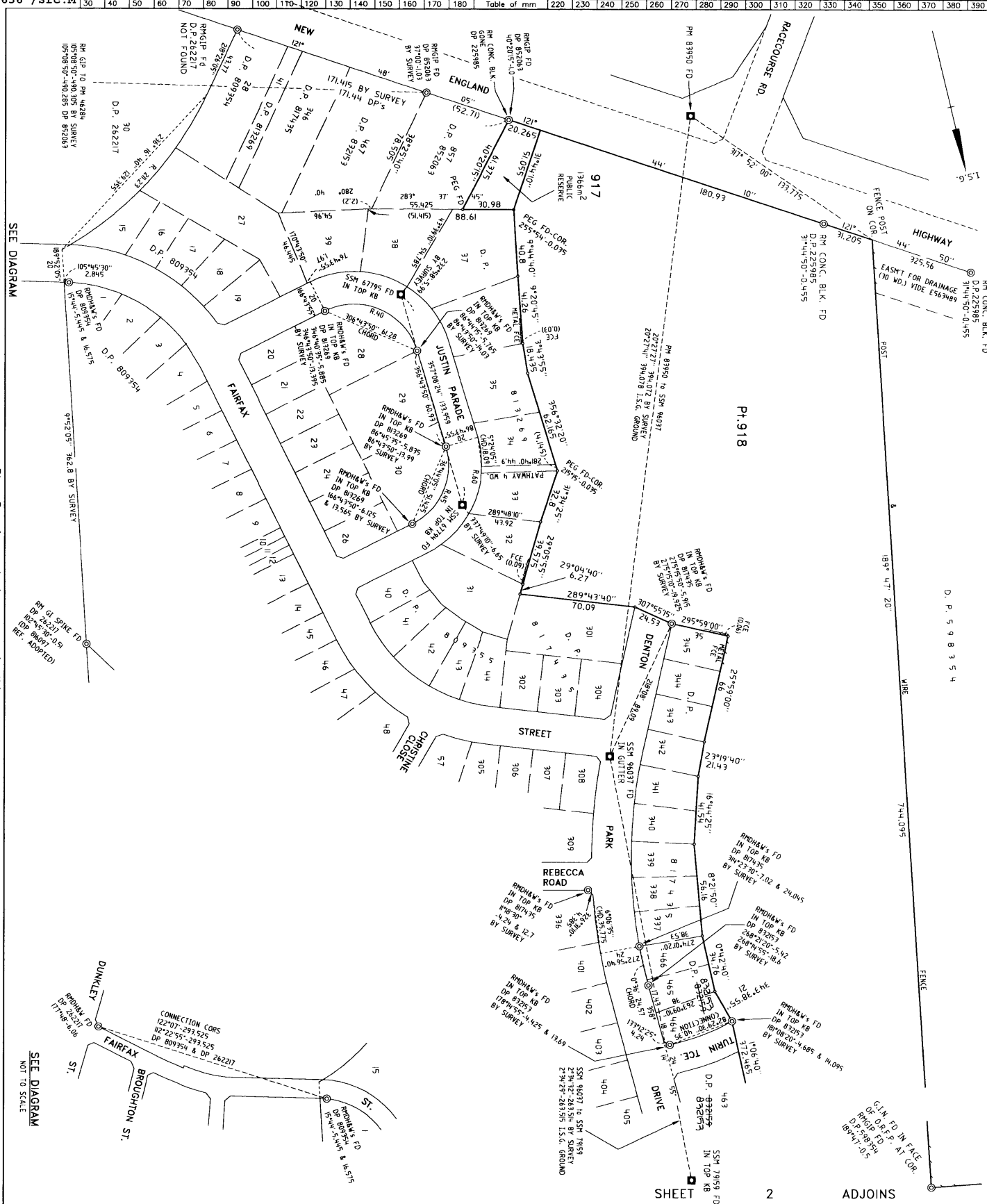
No.	Type	Reference
A	R.D.H.M.K.	268°18'0"
B	R.H. DRUM IN LIMTEL	4.22
C	R.D.H.M.K.	27°52'15"
D	R.D.H.M.K.	196°08'30"
E	R.D.H.M.K.	21°07'00"
F	R.D.H.M.K.	21°07'00"
G	R.D.H.M.K.	42°31'05"
H	R.D.H.M.K.	56.13
I	R.D.H.M.K.	76°07'45"
J	R.D.H.M.K.	18.32

Plan Drawing only to appear in this space

OFFICE USE ONLY

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



DP 862776

Registered 24.9.1996

This is sheet 3 of my plan in 4 sheets dated 4/6/1996

[Signature]

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of the streets situated by my street of 9.9.96

[Signature]

Authorised Ordnance Survey Office

For use where space is insufficient in my plan on Plan Form 2

Reduction Ratio 1: 500

CD FILE: S4682776.DWG

THIS PLAN: 21/08/1996 13:13

REFERENCE: 468

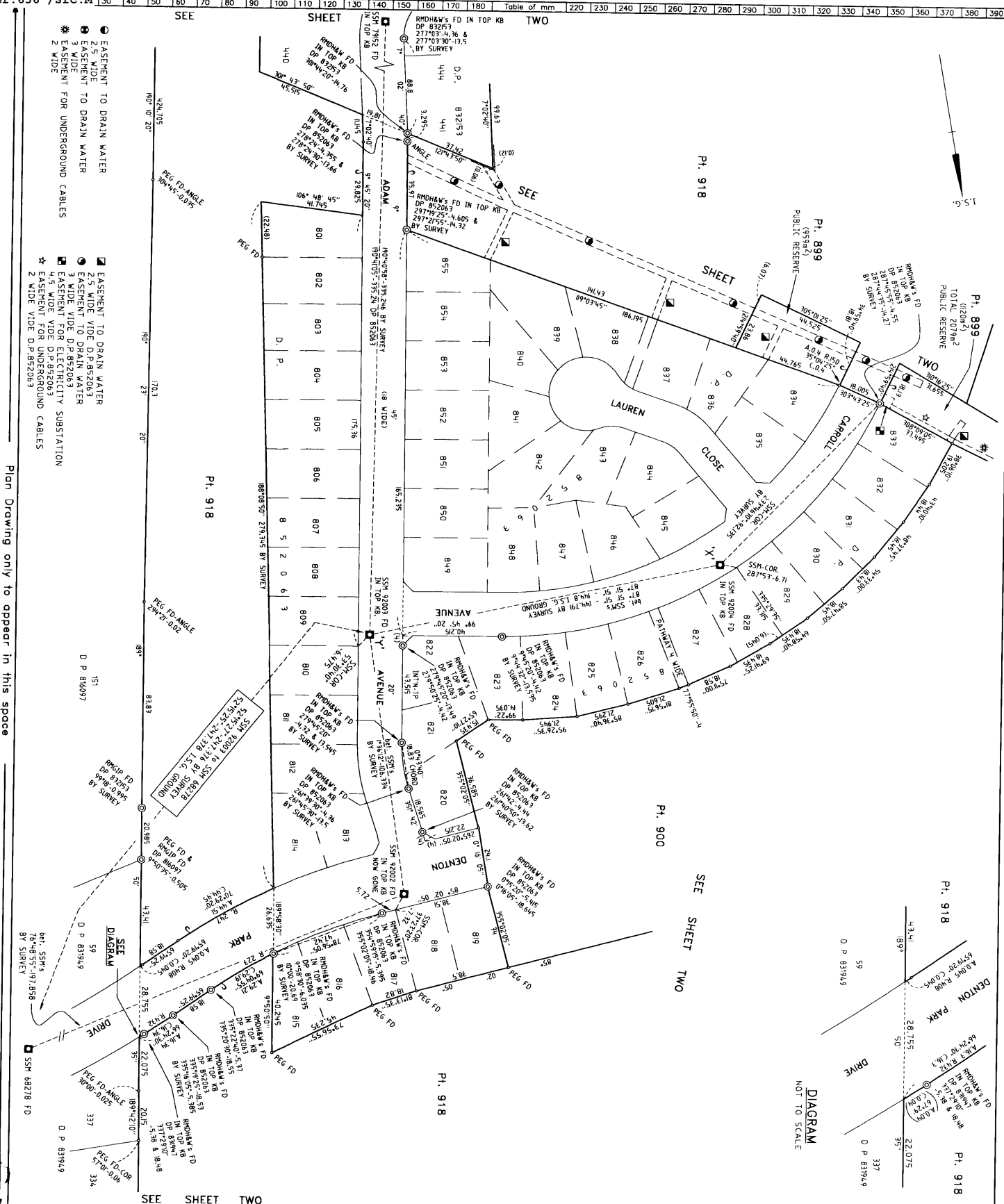
SURVEYORS REFERENCE: 2320/4689

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



<p>DP 862776</p> <p>Registered 24.9.1996</p> <p>This is sheet 4 of my plan in 4 sheets dated 4/6/1996</p> <p>Surveyor registered under Surveyors Act 1929</p> <p>This is sheet 4 of the plan of Pt. 899 & Pt. 918 & Pt. 919 & Pt. 920 & Pt. 921 & Pt. 922 & Pt. 923 & Pt. 924 & Pt. 925 & Pt. 926 & Pt. 927 & Pt. 928 & Pt. 929 & Pt. 930 & Pt. 931 & Pt. 932 & Pt. 933 & Pt. 934 & Pt. 935 & Pt. 936 & Pt. 937 & Pt. 938 & Pt. 939 & Pt. 940 & Pt. 941 & Pt. 942 & Pt. 943 & Pt. 944 & Pt. 945 & Pt. 946 & Pt. 947 & Pt. 948 & Pt. 949 & Pt. 950 & Pt. 951 & Pt. 952 & Pt. 953 & Pt. 954 & Pt. 955 & Pt. 956 & Pt. 957 & Pt. 958 & Pt. 959 & Pt. 960 & Pt. 961 & Pt. 962 & Pt. 963 & Pt. 964 & Pt. 965 & Pt. 966 & Pt. 967 & Pt. 968 & Pt. 969 & Pt. 970 & Pt. 971 & Pt. 972 & Pt. 973 & Pt. 974 & Pt. 975 & Pt. 976 & Pt. 977 & Pt. 978 & Pt. 979 & Pt. 980 & Pt. 981 & Pt. 982 & Pt. 983 & Pt. 984 & Pt. 985 & Pt. 986 & Pt. 987 & Pt. 988 & Pt. 989 & Pt. 990 & Pt. 991 & Pt. 992 & Pt. 993 & Pt. 994 & Pt. 995 & Pt. 996 & Pt. 997 & Pt. 998 & Pt. 999 & Pt. 1000</p> <p>For use where space is insufficient in any panel on Plan Form 2</p>	<p>Authorised Practice Growth-Genie</p> <p>Signature: <i>[Signature]</i></p>	<p>Reduction Ratio 1: 1000</p> <p>Production Reference: 2320/4669</p>
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- EASEMENT TO DRAIN WATER
- EASEMENT TO DRAIN WATER
- EASEMENT TO DRAIN WATER
- EASEMENT TO DRAIN WATER
- EASEMENT FOR UNDERGROUND CABLES
- EASEMENT FOR UNDERGROUND CABLES
- EASEMENT TO DRAIN WATER
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- EASEMENT TO DRAIN WATER
- EASEMENT TO DRAIN WATER
- EASEMENT FOR UNDERGROUND CABLES
- EASEMENT FOR UNDERGROUND CABLES

Plan Drawing only to appear in this space