

Contract for the sale and purchase of land 2018 edition

| TERM | MEANING OF TERM | eCOS ID: 60241164 | NSW Duty: |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------|
| vendor's agent | First National Real Estate David Haggarty High Street MAITLAND NSW 2320 | | Phone: 4933 5544 Fax: 4933 1706 Ref: Pat Howard |
| co-agent | | | |
| vendor | | | |
| vendor's solicitor | RM Legal & Conveyancing 5/ 53 Elwell Close Beresfield NSW 2322 PO Box 142 Beresfield NSW 2322 | | Phone: 02 4018 7555 Fax: Ref: 19/1736 |
| date for completion | 28 days after the contract date (clause 15) | | Email: amanda@rmlc.com.au |
| land | 20 TOURNAMENT STREET RUTHERFORD NSW 2320 | | |
| (Address, plan details and title reference) | REGISTERED LOT 74 IN DEPOSITED PLAN 280047 FOLIO IDENTIFIER 74/280047 | | |
| | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies | | |
| improvements | <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | | |
| attached copies | <input checked="" 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 checked="" 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 <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: air conditioner and automatic garage door opener |
| exclusions | |
| purchaser | |
| purchaser's solicitor | Phone: Fax: Ref: Email: |
| price | \$ |
| deposit | \$ |
| balance | \$ |
| contract date | (10% of the price, unless otherwise stated) (if not stated, the date this contract was made) |

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☒ yes
☐ no ☒ YES

proposed electronic transaction (clause 30)

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 38-0
- ☐ 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

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

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
Council
County Council
Department of Planning and Environment
Department of Primary Industries
East Australian Pipeline Limited
Electricity and gas
Land & Housing Corporation
Local Land Services
NSW Department of Education

NSW Fair Trading
NSW Public Works Advisory
Office of Environment and Heritage
Owner of adjoining land
Privacy
Roads and Maritime Services
Subsidence Advisory NSW
Telecommunications
Transport for NSW
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</i> by a <i>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</i> by the <i>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 *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make 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 *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 Normally, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6, or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is 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 serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is 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.

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SPECIAL CONDITIONS FORMING PART OF THE CONTRACT

1 Purchaser's warranty as to real estate agent

- 1.1 The purchaser warrants that the purchaser was not introduced to the property or the Vendor by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the contract and the purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the purchaser's breach of this warranty;
- 1.2 This warranty and indemnity will not merge on completion;
- 1.3 The Vendor warrants that he has not entered into a sole or exclusive agency agreement as at the date hereto with any agent other than the agent named on the front page of the contract.

2 Liquidated damages

- 2.1 In the event that the Purchaser does not complete this contract on or before the completion date, and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the purchase price at the rate of 10% pa until completion.
- 2.2 The sum of \$330.00 on account of the additional legal fees incurred by the Vendor because of the delay;
- 2.3 The Purchaser acknowledges that the payment of the liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

3 Time under notice

The parties agree that 14 days shall be reasonable notice for the purpose of any notice served by either party, including a notice to complete, making time of the essence.

4 Present condition and state of repair

(a) The Purchaser acknowledges that the property is being purchased: -

- In its present condition and state of repair;
- With any defects regarding construction or repair of any improvements thereon;

- Subject to any infestation and dilapidation; and
- In reliance upon the Purchaser's own inspection or the inspection of others engaged by the Purchaser.

(b) The Purchaser further acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness, for any purpose of any part of the property other than as contained in this Contract.

(c) The Purchaser must, at completion, accept the property in its present state of condition and repair at the Contract date, subject to fair wear and tear.

5 Death, mental incapacity or assignment of estate

If the Vendor or Purchaser or any one or more of them shall die, be declared bankrupt or become mentally incapacitated prior to completion of this Contract then either party may by notice in writing to the other party's Licensed Conveyancer or Solicitor rescind this contract whereupon the provisions of this contract as to rescission shall apply.

6 Claims by the purchaser

Notwithstanding the provisions of clauses 6 and 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clause 7 and 8 entitling the vendor to rescind this contract.

7 Deposit

7.1 With the prior written consent of the Vendor, notwithstanding any other clause in this contract to the contrary, the parties agree that it is an essential term of this contract the deposit be paid in the following manner:

7.1.1 The sum being equal to 5% of the purchase price, on the making of this Contract; and

7.1.2 The sum being equal to 5%, representing the balance of the 10% deposit, on or before the Completion date.

7.2 Despite any other provision in this Contract the deposit herein will be ten per centum (10%) of the Contract price. Should the vendor elect to accept a lesser sum as at the date of exchange of contracts then the same shall be deemed to be an initial deposit only and the balance of the ten per centum (10%) of that deposit will be payable upon completion PROVIDED THAT no default on the part of the purchaser occurs in respect of any condition or obligation of the purchaser pursuant to this agreement.

7.3 Should the purchaser default prior to completion then notwithstanding any other right or remedy which the vendor may have the balance of the said deposit shall be then payable forthwith.

8 Deposit Bond

- 8.1 The delivery of the Bond, on or before the date of this agreement, to the person nominated in the agreement to hold the deposit shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this agreement to be payment of the deposit in accordance with this agreement.
- 8.2 On completion of this contract, the purchaser shall pay to the vendor, in addition to all other moneys payable under this contract, the amount stipulated in the Bond, either by way of cash or unendorsed bank cheque.
- 8.3 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the deposit (or so much of it as has not been paid) to the person nominated in this agreement to hold the deposit.
- 8.4 The Vendor acknowledges that payment by the Guarantor under the Bond shall to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under Clause 8.3 above.
- 8.5 Clause 16.8 is amended to provide for 6 cheques.

9 Requisitions on Title

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

10 Counterpart and Electronic Contract

- 10.1 This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument;
- 10.2 Execution by the parties of the Contract by email or electronically via docusign and transmission of the executed Contract by either of those means shall constitute a valid and binding execution of this Contract by such part or parties.
- 10.3 For the purposes of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the Contract electronically.
- 10.4 In the event that the Vendor's original executed Contract is required, the Purchaser will allow to the Vendor on settlement a fee of \$110.00 inclusive of GST.

11 Electronic Settlement

- 11.1 The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law;
- 11.2 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;

- 11.3 Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so;
- 11.4 Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to Join;
- 11.5 Settlement takes place when the financial settlement takes place;
- 11.6 Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement;
- 11.7 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;
- 11.8 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; and
- 11.9 In the event that the Purchaser fails or is unable to settle via PEXA, the Purchaser will allow to the Vendor on settlement a fee of \$220.00 inclusive of GST representing the Vendor's additional legal fees to revert to a paper settlement.

12 Mine Subsidence

The purchaser may rescind this agreement if the owner of the improvements on the land is not entitled, as at the date of this agreement, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/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.

13 Deposit by Instalments under Cooling off Period

Notwithstanding Clause 2 of this Contract, if a cooling off period applies to this contract, the purchaser may pay the deposit in two (2) instalments as follows: -

- 13.1 0.25% of the agreed purchase price to be paid on or before the date of this Contract; and
- 13.2 9.75% of the agreed purchase price to be paid at any time before 5pm on the fifth (5th) business day after the date on which this Contract was made.

14 Sewer Diagram – Hunter Water

14.1 The Vendor discloses, and the purchaser specifically acknowledges that the diagram annexed to the Contract may only disclose the sewer main and, as at the date of this Contract, this is the only diagram available for the property from Hunter Water.

14.2 The Purchaser accepts this diagram and shall make their own inquiries in relation to the services and the diagram. The Purchaser agrees to not call upon the Vendor to supply an updated diagram nor make any objection, requisition or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

15 The Vendor discloses the unregistered dealing for Community Plan DP270823 noted on the title search for the community lot. The current registered plan is attached to the contract for disclosure purposes. On registration of the unregistered dealing DP270823 it will be the responsibility of the purchaser to obtain an updated copy of DP270823. The Purchaser can not make any requisitions or claim, delay completion, rescind or terminate the contract with respect to this matter.

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 1987:
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

- 6 Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
- 7 On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
- 8 When and where may the title documents be inspected?
- 9 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

- 10 All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
- 11 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

- 12 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.
- 13 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.
- 14 (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?

- (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has the vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the Home Building Act 1989.
- 15. 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?
- 16. 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?
- 17. (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

- 18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 19. 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?
- 20. 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?
21. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
22. 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

23. 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

24. 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.
25. 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.
26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
27. The purchaser reserves the right to make further requisitions prior to completion.
28. 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.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 74/280047

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|----------|
| 15/8/2019 | 10:23 AM | 3 | 9/9/2018 |

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 74 IN PRECINCT PLAN DP280047
AT RUTHERFORD
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP280047

FIRST SCHEDULE

CAMERON SCOTT WALSH

(T AJ366398)

SECOND SCHEDULE (8 NOTIFICATIONS)

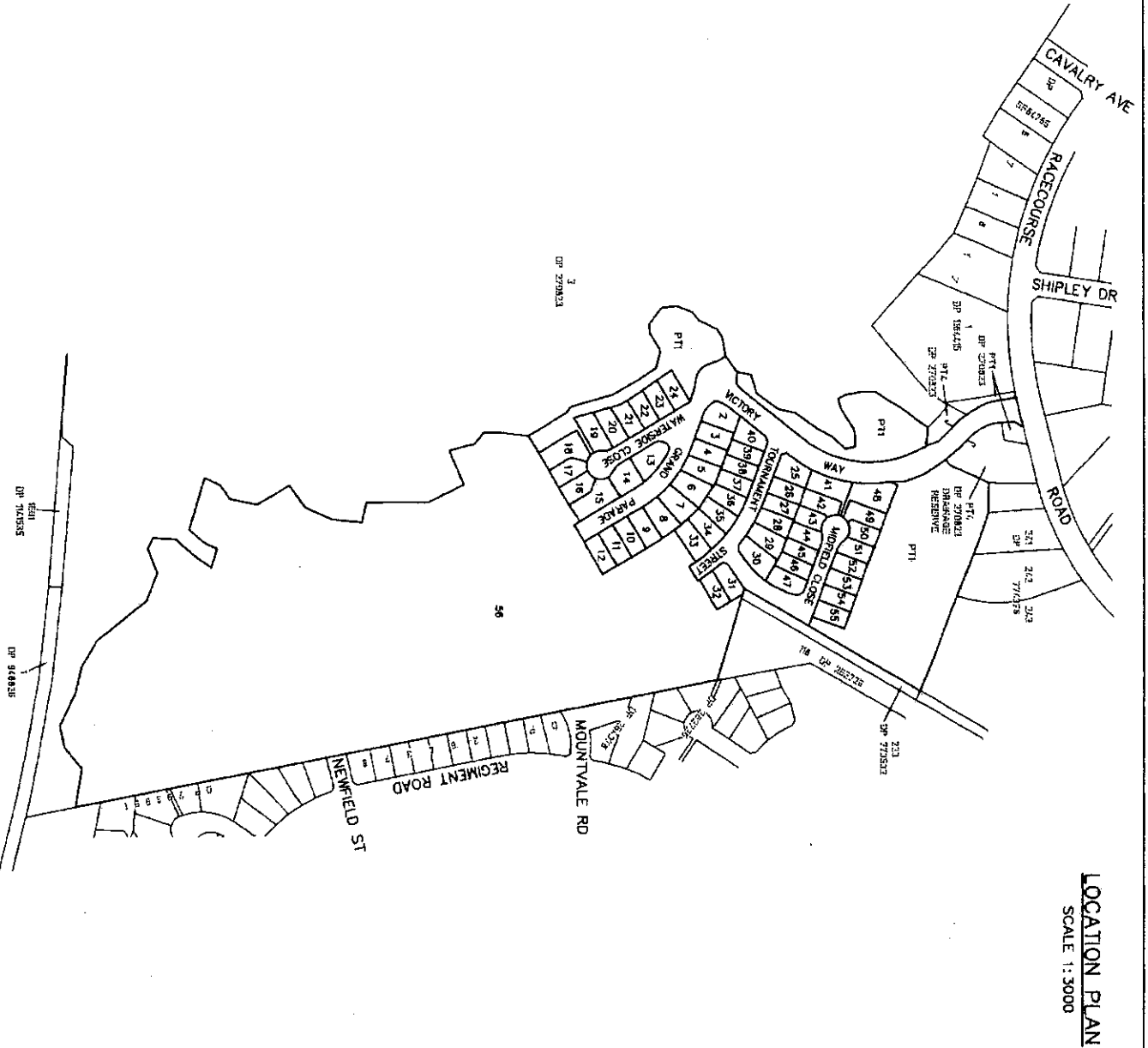
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/280047
- 3 THIS PRECINCT SCHEME FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270823
- 4 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE PRECINCT SCHEME FILED WITH THE PRECINCT PLAN
- 5 DP280047 EASEMENT FOR DRAINAGE OF WATER 1.5 & 2.2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 6 DP280047 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.2)
- 7 DP280047 RESTRICTION(S) ON THE USE OF LAND (DOC.2)
- 8 AJ366399 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



LOCATION PLAN
SCALE 1:3000

NCA

Sheet 1 of 6
This sheet is being compulsorily updated to show the current subdivision pattern of the scheme for the purpose of updating and additional and replacement sheet schedule below.

SCHEDULE OF CHANGES TO THE SCHEME

| LOT NO | DETAILS | SP |
|--------|-----------------------------------|----|
| 56 | SUBDIVIDED INTO LOTS 57-61 | 1 |
| 60 | CONVERTED TO ASSOCIATION PROPERTY | 1 |
| 81 | SUBDIVIDED INTO LOTS 82-83 | 1 |
| 83 | SUBDIVIDED INTO LOTS 84-112 | 1 |
| 113 | SUBDIVIDED INTO LOTS 113-134 | 1 |
| 133 | CONVERTED TO ASSOCIATION PROPERTY | 1 |

Subdivision Certificate No: 082257
Date: 04/03/14

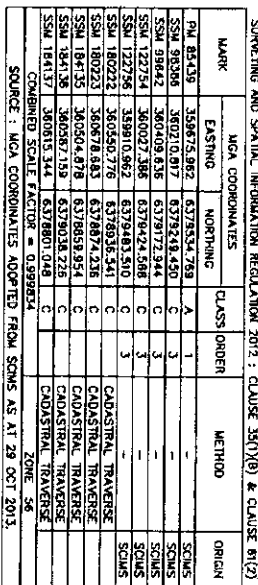
Surveyor: DAVID CRAIG WALLACE
Surveyor's Ref: 110730PA

Registered 9.5.2014



COMMUNITY/PRECINCT/NEIGHBOURHOOD

DP280047 ©



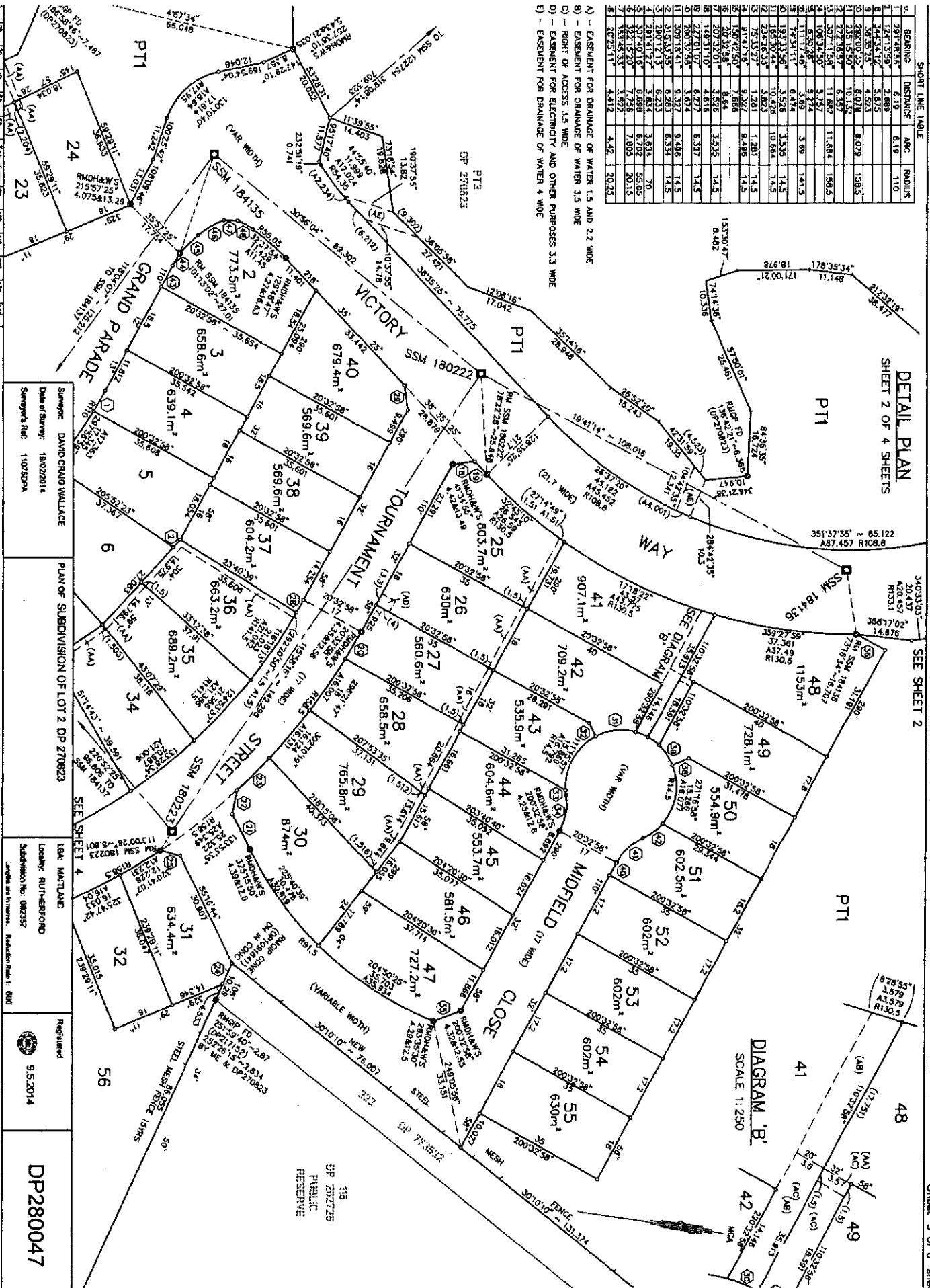
(A) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE (DP 871817)

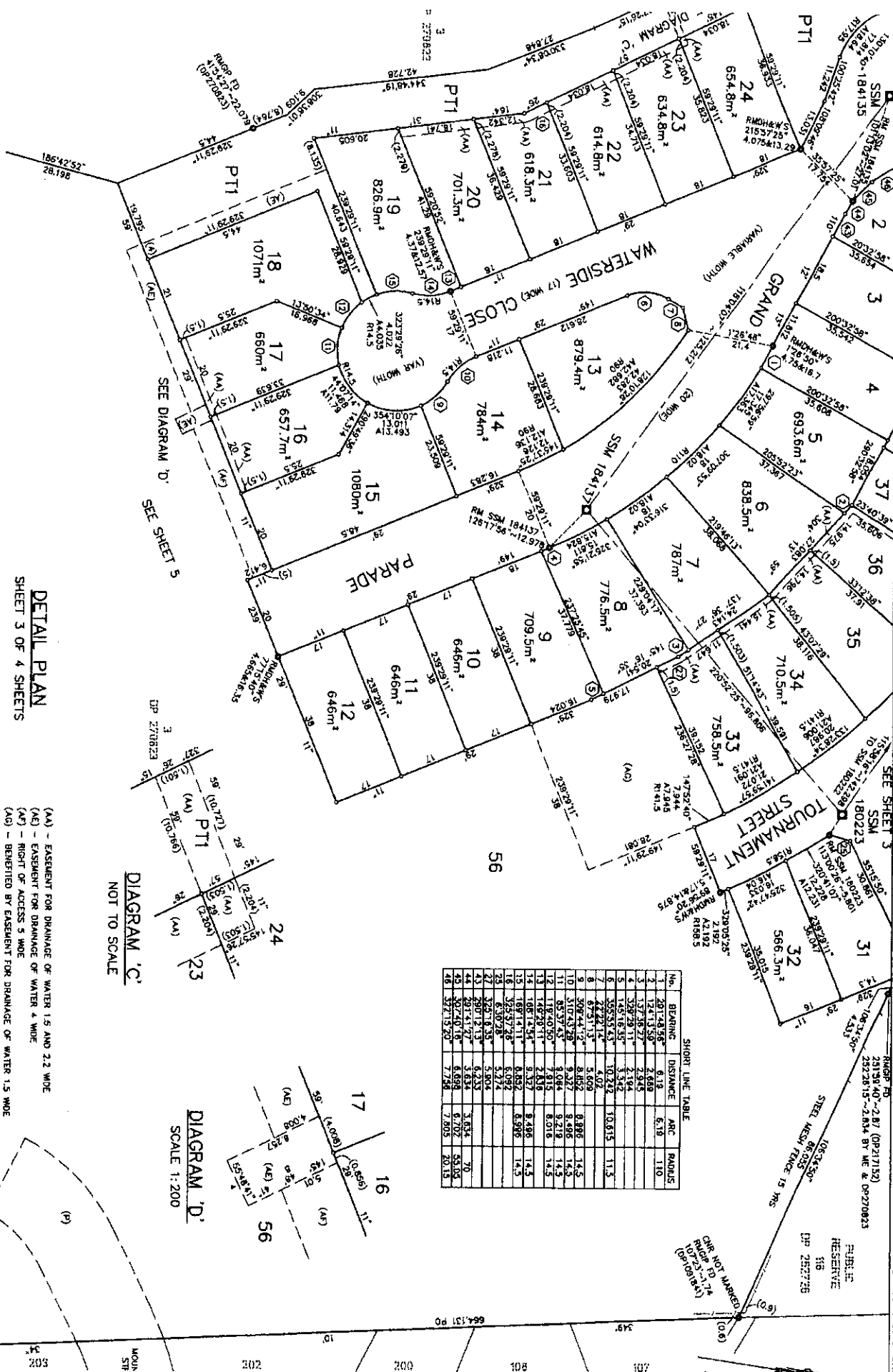
DP280047

SHORT LINE TABLE

| LINE | BEARING | DISTANCE | ARC | RADIUS |
|------|------------|----------|--------|--------|
| 1 | 291°48'56" | 6.18 | 6.19 | 110 |
| 2 | 124°13'59" | 2.68 | | |
| 3 | 344°24'12" | 3.65 | | |
| 4 | 38°35'33" | 4.52 | | |
| 5 | 282°00'35" | 8.078 | 8.079 | 158.3 |
| 6 | 235°15'30" | 10.132 | | |
| 7 | 22°18'59" | 6.257 | | |
| 8 | 104°14'50" | 1.862 | 11.684 | 198.5 |
| 9 | 6°30'28" | 5.274 | | |
| 10 | 11°17'11" | 3.69 | 14.13 | |
| 11 | 74°34'11" | 0.474 | | |
| 12 | 183°33'56" | 3.526 | 3.535 | 14.5 |
| 13 | 183°10'44" | 10.426 | 10.684 | 14.5 |
| 14 | 23°14'27" | 1.281 | 1.281 | 14.5 |
| 15 | 73°53'24" | 3.823 | | |
| 16 | 20°32'38" | 7.666 | | |
| 17 | 20°32'01" | 3.526 | 3.535 | 14.5 |
| 18 | 148°31'10" | 4.616 | | |
| 19 | 22°01'07" | 6.277 | 6.377 | 14.5 |
| 20 | 280°33'56" | 3.674 | | |
| 21 | 309°18'41" | 9.327 | 9.486 | 14.5 |
| 22 | 310°33'35" | 8.283 | | |
| 23 | 281°17'27" | 3.432 | 3.834 | 70 |
| 24 | 307°40'16" | 6.688 | 6.702 | 55.09 |
| 25 | 312°15'20" | 7.756 | 7.805 | 20.15 |
| 26 | 337°45'33" | 3.532 | | |
| 27 | 207°31'11" | 4.412 | 4.42 | 20.23 |

- A) - EASEMENT FOR DRAINAGE OF WATER 1.5 AND 2.2 WIDE
 B) - EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE
 C) - RIGHT OF ACCESS 3.5 WIDE
 D) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE
 E) - EASEMENT FOR DRAINAGE OF WATER 4 WIDE





DETAIL PLAN
SHEET 3 OF 4 SHEETS

DIAGRAM 'C'
NOT TO SCALE

DIAGRAM 'D'
SCALE 1:200

- (A) - EASEMENT FOR DRAINAGE OF WATER 1.5 AND 2.2 WIDE
- (AE) - EASEMENT FOR DRAINAGE OF WATER 4 WIDE
- (AF) - RIGHT OF ACCESS 5 WIDE
- (AG) - BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (P) - LAND EXCLUDES MINERALS (DP114244)

Surveyor: DAVID CRAIG WALLACE

Date of Survey: 18/02/2014

Surveyor's Ref: 1107509A

PLAN OF SUBDIVISION OF LOT 2 DP 270823

LOCAL MATLAND

Locality: RUTHVEN ROAD

Subdivision No: 003357

Lengths are in metres. Reduction Ratio: 1:500

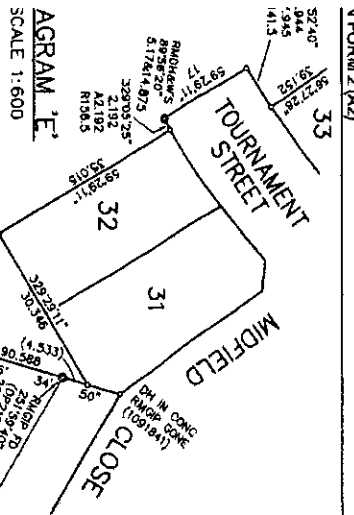


9.5.2014

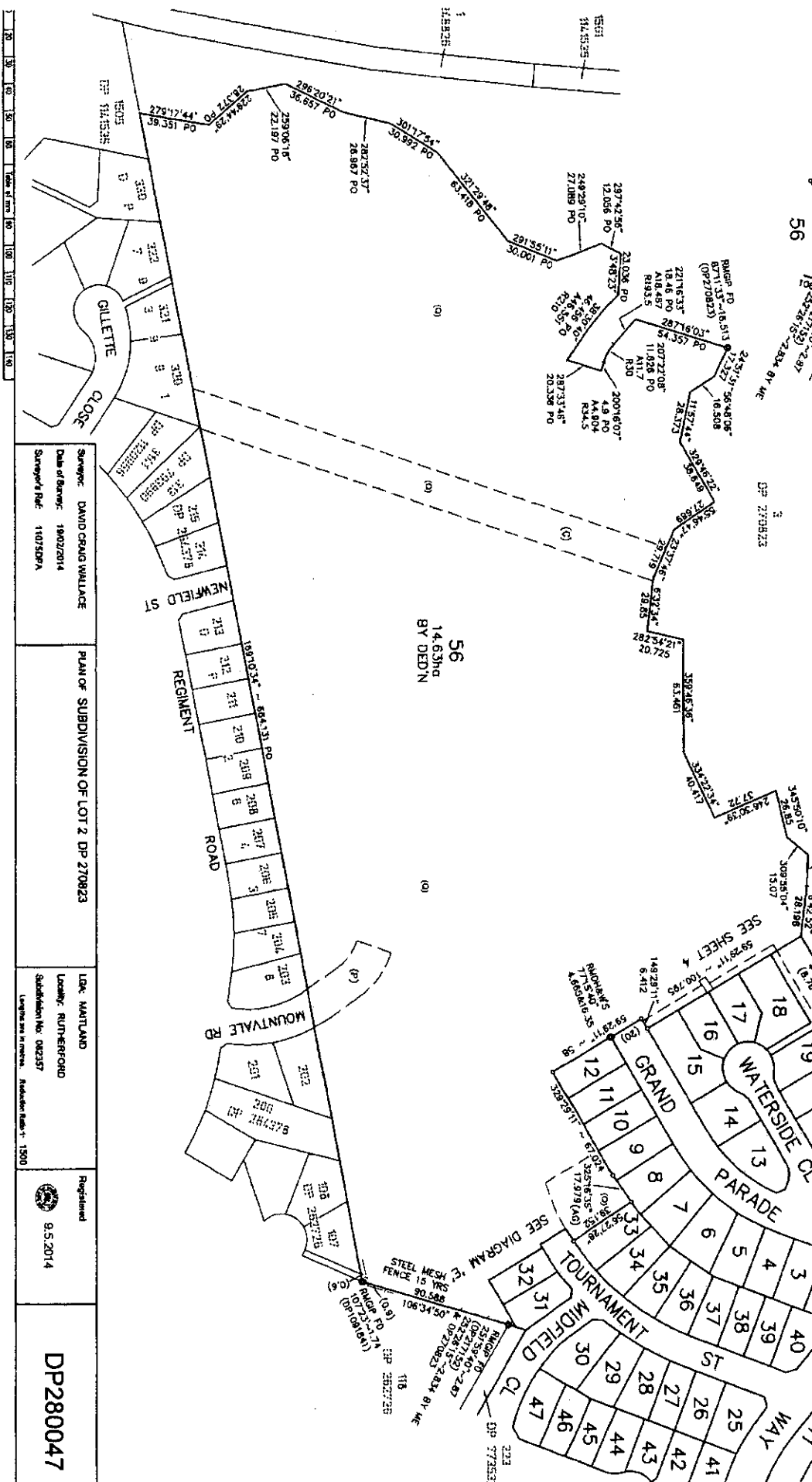
DP280047

- (AG) - BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(P) - LAND EXCLUDES MINERALS (DP1142454)
(C) - EASEMENT FOR TRANSMISSION LINE 20.115 WIDE (F502288)
(C) RESERVATIONS & CONDITIONS IN THE CROWN GRANT

DETAIL PLAN
SHEET 4 OF 4 SHEETS



AGRAM 'E'
SCALE 1:600



| | | | | | |
|-------------------------------|----------------------------------------|------------------------|------------|----------|----------|
| Surveyor: DAVID CRAIG WALLACE | PLAN OF SUBDIVISION OF LOT 2 DP 270823 | LDK: MATT LAND | Registered | 9.5.2014 | DP280047 |
| Date of Survey: 19/02/2014 | | Locality: RUTHERFORD | | | |
| Surveyor's Ref: 110750PA | | Subdivision No: 002357 | | | |
| | | Lengths are in metres. | | | |

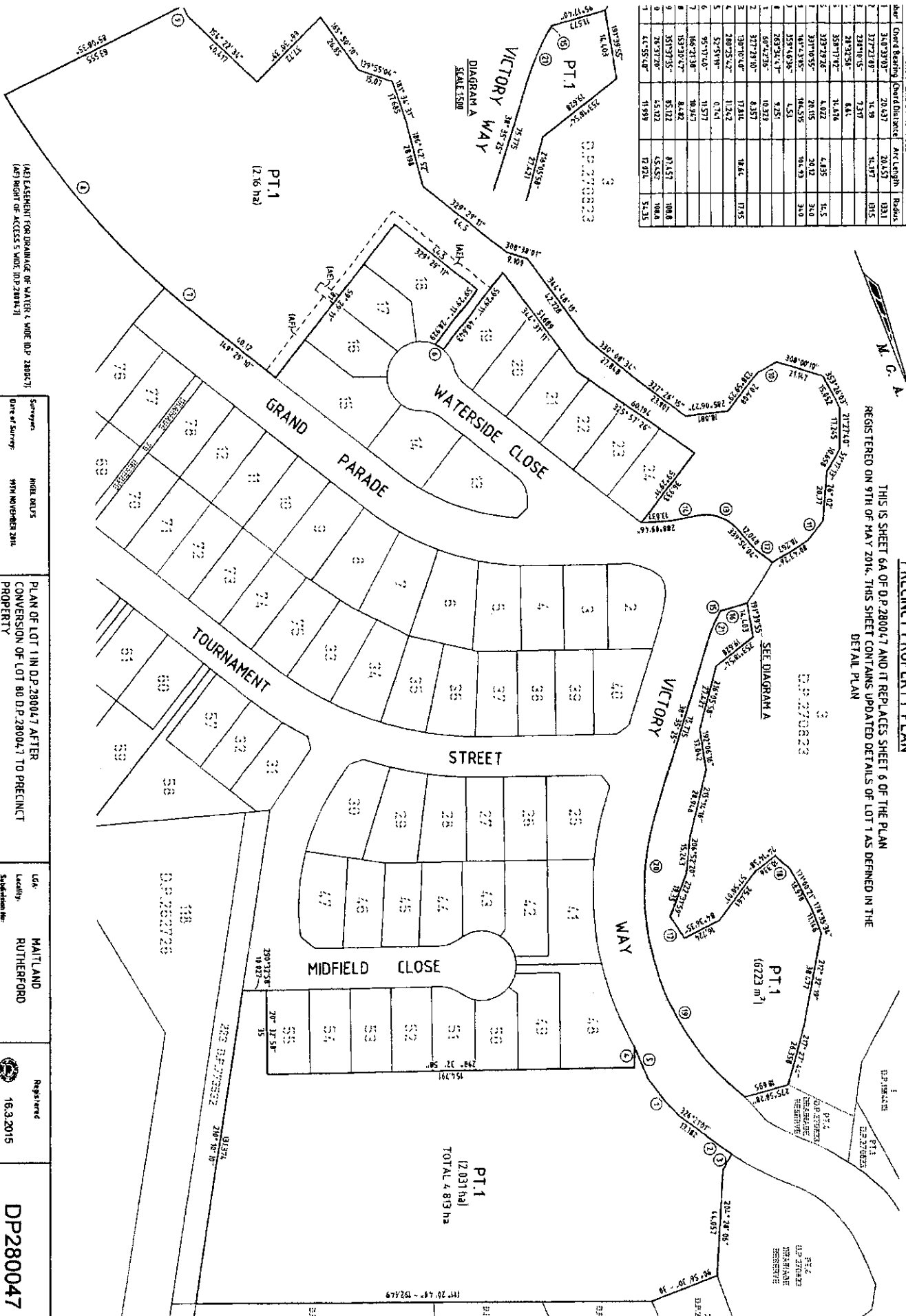


| | | | | |
|-------------------------------|----------------------------------------|------------------------|------------------------|----------|
| Surveyor: DAVID CRAIG WALLACE | PLAN OF SUBDIVISION OF LOT 2 DP 270823 | LOC: MOUNTLAND | Registered 9/5/2014 | DP280047 |
| Date of Survey: 19/02/2014 | | Locality: RUTHERFORD | | |
| Surveyor's Ref: 1107SDPA | | Subdivision No: 002357 | | |

PRECINCT PROPERTY PLAN

THIS IS SHEET 6A OF DP 280047 AND IT REPLACES SHEET 6 OF THE PLAN REGISTERED ON 9TH OF MAY 2014. THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AS DEFINED IN THE DETAIL PLAN

| Lot | Area | Front Bearing | Front Distance | Area Length | Radius |
|-----|-----------|---------------|----------------|-------------|--------|
| 1 | 34.273027 | 20.437 | 20.437 | 133.1 | 133.1 |
| 2 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 3 | 28.71015 | 13.07 | 13.07 | 135.5 | 135.5 |
| 4 | 28.71015 | 13.07 | 13.07 | 135.5 | 135.5 |
| 5 | 35.71742 | 14.09 | 14.09 | 135.5 | 135.5 |
| 6 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 7 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 8 | 35.71742 | 14.09 | 14.09 | 135.5 | 135.5 |
| 9 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 10 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 11 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 12 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 13 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 14 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 15 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 16 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 17 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 18 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 19 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 20 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 21 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 22 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 23 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 24 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 25 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 26 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 27 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 28 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 29 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 30 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 31 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 32 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 33 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 34 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 35 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 36 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 37 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 38 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 39 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 40 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 41 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 42 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 43 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 44 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 45 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 46 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 47 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 48 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 49 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 50 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 51 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 52 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 53 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 54 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 55 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 56 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 57 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 58 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 59 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 60 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 61 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 62 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 63 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 64 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 65 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 66 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 67 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 68 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 69 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 70 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 71 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 72 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 73 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 74 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 75 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 76 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 77 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 78 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 79 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 80 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 81 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 82 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 83 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 84 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 85 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 86 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 87 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 88 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 89 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 90 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 91 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 92 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 93 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 94 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 95 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 96 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 97 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 98 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 99 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |
| 100 | 37.272405 | 14.09 | 14.09 | 135.5 | 135.5 |



| | | | | | | | | | |
|----------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------|--|---------------------------------|--|--------------------------------------|--|
| Surveyed: ANGEL DULIS Date of Survey: 19th NOVEMBER 2011 Surveyor's Reference: 1479 | | PLAN OF LOT 1 IN DP 280047 AFTER CONVERSION OF LOT 80 DP 280047 TO PRECINCT PROPERTY | | LGA: MAITLAND Locality: RUTHERFORD Lengths are in metres. Reduction: None shown | | Registered: 16.3.2015 | | DP280047 REPLACEMENT SHEET | |
|----------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------|--|---------------------------------|--|--------------------------------------|--|

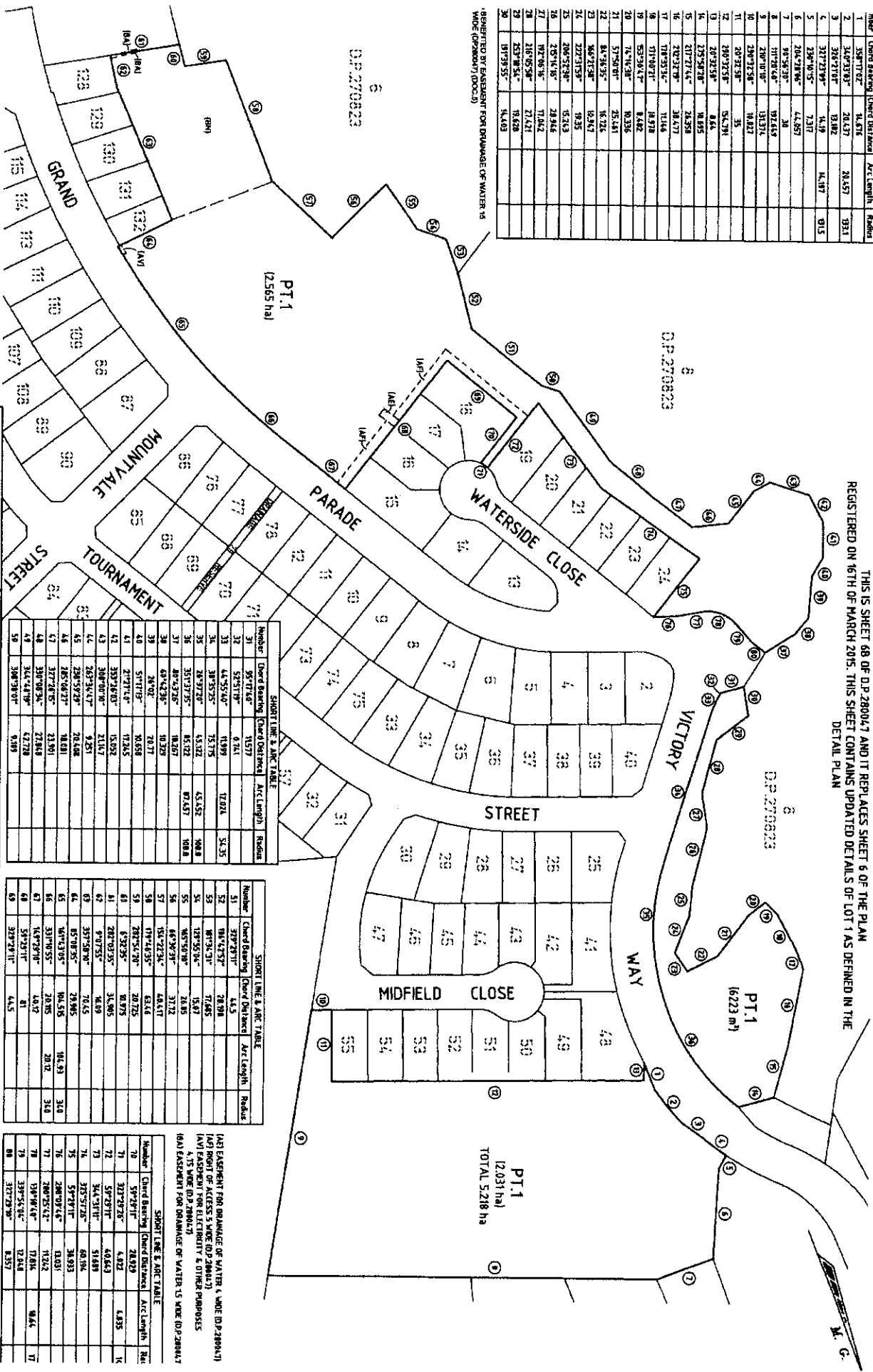
20 30 40 50 60 70 80 90 100 110 120 130 140 150 Scale of metres

PRECINCT PROPERTY PLAN

THIS IS SHEET 68 OF DP 280047 AND IT REPLACES SHEET 6 OF THE PLAN REGISTERED ON 16TH OF MARCH 2015. THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AS DEFINED IN THE DETAIL PLAN

| Number | Chord Bearing | Chord Distance | Arc Length | Radius |
|--------|---------------|----------------|------------|---------|
| 1 | S50°17'27"E | 14.515 | 20.457 | 39.31 |
| 2 | S44°23'35"E | 20.457 | 20.457 | 39.31 |
| 3 | S26°21'02"E | 33.982 | 46.987 | 69.15 |
| 4 | S27°23'09"E | 46.987 | 64.987 | 99.15 |
| 5 | S28°10'55"E | 72.917 | 100.987 | 149.15 |
| 6 | S20°27'04"E | 100.987 | 139.987 | 199.15 |
| 7 | S17°58'30"E | 139.987 | 189.987 | 249.15 |
| 8 | S17°20'44"E | 189.987 | 239.987 | 299.15 |
| 9 | S20°10'10"E | 239.987 | 289.987 | 349.15 |
| 10 | S20°12'58"E | 289.987 | 339.987 | 399.15 |
| 11 | S20°22'58"E | 339.987 | 389.987 | 449.15 |
| 12 | S20°32'58"E | 389.987 | 439.987 | 499.15 |
| 13 | S20°42'58"E | 439.987 | 489.987 | 549.15 |
| 14 | S20°52'58"E | 489.987 | 539.987 | 599.15 |
| 15 | S21°02'58"E | 539.987 | 589.987 | 649.15 |
| 16 | S21°12'58"E | 589.987 | 639.987 | 699.15 |
| 17 | S21°22'58"E | 639.987 | 689.987 | 749.15 |
| 18 | S21°32'58"E | 689.987 | 739.987 | 799.15 |
| 19 | S21°42'58"E | 739.987 | 789.987 | 849.15 |
| 20 | S21°52'58"E | 789.987 | 839.987 | 899.15 |
| 21 | S22°02'58"E | 839.987 | 889.987 | 949.15 |
| 22 | S22°12'58"E | 889.987 | 939.987 | 999.15 |
| 23 | S22°22'58"E | 939.987 | 989.987 | 1049.15 |
| 24 | S22°32'58"E | 989.987 | 1039.987 | 1099.15 |
| 25 | S22°42'58"E | 1039.987 | 1089.987 | 1149.15 |
| 26 | S22°52'58"E | 1089.987 | 1139.987 | 1199.15 |
| 27 | S23°02'58"E | 1139.987 | 1189.987 | 1249.15 |
| 28 | S23°12'58"E | 1189.987 | 1239.987 | 1299.15 |
| 29 | S23°22'58"E | 1239.987 | 1289.987 | 1349.15 |
| 30 | S23°32'58"E | 1289.987 | 1339.987 | 1399.15 |

REGISTERED BY EASEMENT FOR DRAINAGE OF WATER 15 WIDE (FORM 7) (DOCS)



SHORT LINE & ARC TABLE

| Number | Chord Bearing | Chord Distance | Arc Length | Radius |
|--------|---------------|----------------|------------|--------|
| 31 | S57°17'42"E | 11.577 | 16.161 | 31.33 |
| 32 | S57°17'42"E | 11.577 | 16.161 | 31.33 |
| 33 | S44°55'40"E | 11.577 | 16.161 | 31.33 |
| 34 | S28°35'25"E | 15.715 | 21.452 | 40.8 |
| 35 | S28°35'25"E | 15.715 | 21.452 | 40.8 |
| 36 | S17°37'35"E | 25.122 | 34.537 | 68.8 |
| 37 | S17°37'35"E | 25.122 | 34.537 | 68.8 |
| 38 | S17°37'35"E | 25.122 | 34.537 | 68.8 |
| 39 | S17°37'35"E | 25.122 | 34.537 | 68.8 |
| 40 | S17°37'35"E | 25.122 | 34.537 | 68.8 |
| 41 | S17°37'35"E | 25.122 | 34.537 | 68.8 |
| 42 | S17°37'35"E | 25.122 | 34.537 | 68.8 |
| 43 | S17°37'35"E | 25.122 | 34.537 | 68.8 |
| 44 | S17°37'35"E | 25.122 | 34.537 | 68.8 |
| 45 | S17°37'35"E | 25.122 | 34.537 | 68.8 |
| 46 | S17°37'35"E | 25.122 | 34.537 | 68.8 |
| 47 | S17°37'35"E | 25.122 | 34.537 | 68.8 |
| 48 | S17°37'35"E | 25.122 | 34.537 | 68.8 |
| 49 | S17°37'35"E | 25.122 | 34.537 | 68.8 |
| 50 | S17°37'35"E | 25.122 | 34.537 | 68.8 |

| Number | Chord Bearing | Chord Distance | Arc Length | Radius |
|--------|---------------|----------------|------------|--------|
| 51 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 52 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 53 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 54 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 55 | S27°23'17"E | 44.5 | 61.4 | 119.1 |

| Number | Chord Bearing | Chord Distance | Arc Length | Radius |
|--------|---------------|----------------|------------|--------|
| 56 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 57 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 58 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 59 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 60 | S27°23'17"E | 44.5 | 61.4 | 119.1 |

| Number | Chord Bearing | Chord Distance | Arc Length | Radius |
|--------|---------------|----------------|------------|--------|
| 61 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 62 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 63 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 64 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 65 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 66 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 67 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 68 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 69 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 70 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 71 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 72 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 73 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 74 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 75 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 76 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 77 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 78 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 79 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 80 | S27°23'17"E | 44.5 | 61.4 | 119.1 |

| Number | Chord Bearing | Chord Distance | Arc Length | Radius |
|--------|---------------|----------------|------------|--------|
| 81 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 82 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 83 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 84 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 85 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 86 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 87 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 88 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 89 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 90 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 91 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 92 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 93 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 94 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 95 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 96 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 97 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 98 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 99 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 100 | S27°23'17"E | 44.5 | 61.4 | 119.1 |

| Number | Chord Bearing | Chord Distance | Arc Length | Radius |
|--------|---------------|----------------|------------|--------|
| 101 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 102 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 103 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 104 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 105 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 106 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 107 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 108 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 109 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 110 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 111 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 112 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 113 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 114 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 115 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 116 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 117 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 118 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 119 | S27°23'17"E | 44.5 | 61.4 | 119.1 |
| 120 | S27°23'17"E | 44.5 | 61.4 | 119.1 |

DRAWN: **WILL OULTS**
 DATE: **4TH MARCH 2019**
 PREPARED BY: **PLAN OF LOT 1 IN DP 280047 AFTER CONVERSION OF LOT 133 DP 280047 TO PRECINCT PROPERTY**
 L10: **MATLAND**
 L11: **RUTHERFORD**
 L12: **16.9.2019**
 L13: **DP280047**

- 52.71 SURVY

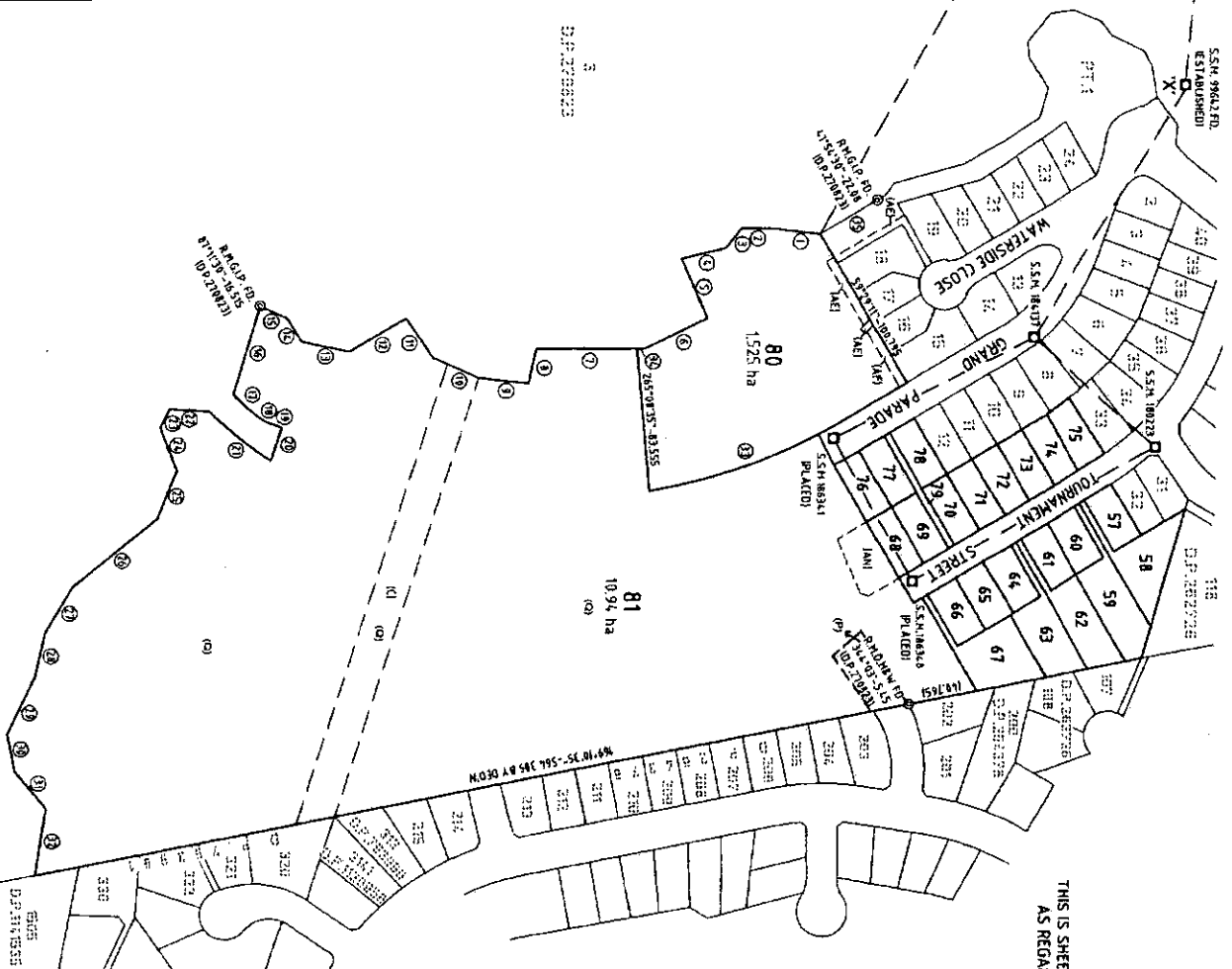
(P) LAND EXCLUDES MINERALS - DP142464
(Q) RESERVATIONS & CONDITIONS IN THE CROWN GRANT

| SHOOT LINE AND AIR TABLE | | | | |
|--------------------------|----------------|-------------|--------|-------|
| Number | Lead Distance | Altitude | Radius | |
| 1 | 6.5, 53.2° | 21.68 | | |
| 2 | 17.1, 47.1° | 17.65 | | |
| 3 | 30.0, 55.9, 5° | 15.82 | | |
| 4 | 33.5, 50.1° | 18.45 | | |
| 5 | 24.6, 39.3° | 37.72 | | |
| 6 | 53.6, 22.4° | 44.47 | | |
| 7 | 35.9, 66.36° | 54.931 | | |
| 8 | 20.2, 54.21° | 20.755 | | |
| 9 | 6.3, 37.4° | 29.85 | | |
| 10 | 23.3, 37.6° | 23.719 | | |
| 11 | 55.6, 63.7° | 27.669 | | |
| 12 | 33.9, 44.72° | 34.649 | | |
| 13 | 10.7, 73.4° | 21.373 | | |
| 14 | 54.5, 53.7° | 16.500 | | |
| 15 | 24.9, 37.1° | 17.127 | | |
| 16 | 21.7, 10.3° | 54.357 P.O. | | |
| 17 | 22.7, 22.38° | 18.670 P.O. | 184.67 | 185.5 |
| 18 | 22.7, 22.38° | 110.6 P.O. | 117 | 30 |
| 19 | 20.0, 66.97° | 43. P.O. | 4.304 | 34.5 |
| 20 | 20.7, 33.67° | 20.313 P.O. | | 218 |
| 21 | 38.3, 34.0° | 64.56 P.O. | 44.551 | |
| 22 | 3.4, 47.3° | 73.036 P.O. | | |
| 23 | 29.7, 47.36° | 12.056 P.O. | | |
| 24 | 74.9, 29.1° | 27.018 P.O. | | |
| 25 | 24.1, 55.71° | 38.001 P.O. | | |
| 26 | 31.7, 29.48° | 63.618 P.O. | | |
| 27 | 40.1, 45.4° | 30.497 P.O. | | |
| 28 | 21.1, 52.37° | 78.463 P.O. | | |
| 29 | 23.6, 40.21° | 36.617 P.O. | | |
| 30 | 25.9, 40.18° | 22.187 P.O. | | |
| 31 | 27.9, 44.29° | 18.772 P.O. | | |
| 32 | 27.19, 17.6° | 39.251 P.O. | | |
| 33 | 16.4, 3.95° | 18.595 | 104.93 | 340 |
| 34 | 33.9, 46.36° | 4.53 | | |
| 35 | 14.7, 29.11° | 23.736 | | |

| SPECTRAL AND SPATIAL INFORMATION REGULATION 2017 (LAUSE 8110) 353010 | | | | | | |
|----------------------------------------------------------------------|-------------|--------------|-------|-------|-------|--------|
| MARK | LAUSE 8110 | | CLASS | ORDER | ORDIN | METHOD |
| | COORDINATES | 2017 SC | | | | |
| 55M 127258 | 353 910 382 | 6 317 6435.0 | C | 3 | SCMS | |
| 55M 127252 | 360 872 946 | 6 317 625.98 | C | 3 | SCMS | |
| 55M 9944.7 | 353 109 616 | 6 317 817.24 | C | 3 | SCMS | |
| 55M 127273 | 368 878 6 | 6 317 874.2 | U | 0 | TRAV | |
| 55M 1K37 | 368 878 6 | 6 317 817.2 | U | 0 | TRAV | |
| 55M 166140 | 360 856.1 | 6 317 750.2 | U | 0 | TRAV | |
| 55M 166141 | 360 872.1 | 6 317 693.7 | U | 0 | TRAV | |

COORDINATE SCALE AND SEX. LINEAR CORRECTION = 0.999632


N.O. CO-ORDINATES ADOPTED FROM
SCMS. 4.5 AT 26 NOVEMBER 2016



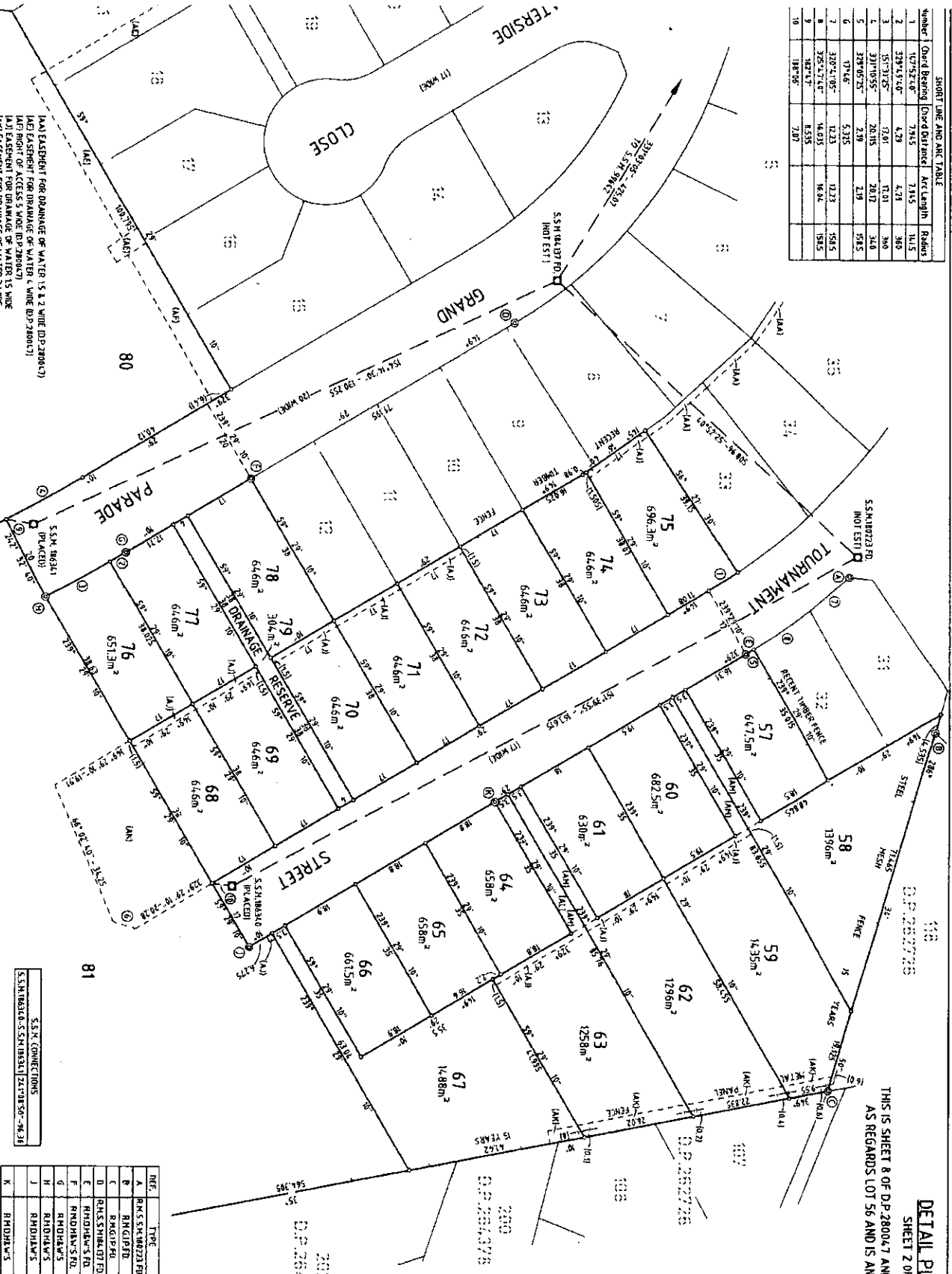
THIS IS SHEET 7 OF D.P. 28004.7 AND IT REPLACES SHEET 5
AS REGARDS LOT 56 AND IS AN ADDITIONAL SHEET

DETAIL PLAN
SHEET 1 OF 2

SHEET 1 OF 2

| | | | |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------|
| Surveyor: WDEI CRE/LS Date of Survey: 22TH NOVEMBER 2016 Surveyor's Reference: 14079 | PLAN OF SUBDIVISION LOT 56 IN D.P. 28004.7 | Registered 23.2.2016 | DP28004.7 ADDITIONAL SHEET 7 |
| | LGA: MAITLAND Locality: RUTHERFORD Lot/Section No: 082357 Landable area in m ² : Production Ratio 12488 |  | |

| SHORT LINE AND ARC TABLE | | | | | |
|--------------------------|---------------|----------------|------------|--------|--|
| Number | Chord Bearing | Chord Distance | Arc Length | Radius | |
| 1 | 167°52'40" | 7.345 | 7.345 | 14.15 | |
| 2 | 338°51'40" | 4.70 | 4.70 | 3.80 | |
| 3 | 15°31'25" | 7.01 | 7.01 | 3.60 | |
| 4 | 331°09'55" | 20.115 | 20.12 | 34.0 | |
| 5 | 338°05'25" | 2.90 | 2.9 | 51.5 | |
| 6 | 17°46' | 5.335 | | | |
| 7 | 338°41'05" | 12.23 | 12.23 | 15.85 | |
| 8 | 325°47'40" | 16.035 | 16.04 | 18.5 | |
| 9 | 182°17' | 8.535 | | | |
| 10 | 181°06' | 7.07 | | | |



DETAIL PLAN
SHEET 2 OF 2

S.S.M. CONNECTIONS
S.S.M. (MATERIAL) S.S.M. (MATERIAL) 24" (18" S.C. - 18" S.C.)

| DATE | TYPE | Bearing | Distance | Grade |
|------|-----------------------------------------------------|------------|---------------|------------|
| A | R.M.S. (S.S.M. (MATERIAL) 24" (18" S.C. - 18" S.C.) | 107°00'00" | 5.00 | DP 28004.7 |
| B | R.M.G.P. (P) (P) | 257°28'55" | 2.834 | DP 271002 |
| C | R.M.G.P. (P) (P) | 007°23' | 1.70 | DP 109185 |
| D | R.M.S. (S.S.M. (MATERIAL) 24" (18" S.C. - 18" S.C.) | 106°17'56" | 12.918 | DP 28004.7 |
| E | R.M.D.H.W.'S. (P) (P) | 89°54'20" | 5.17 & 14.875 | DP 28004.7 |
| F | R.M.D.H.W.'S. (P) (P) | 77°05'40" | 4.665 & 14.35 | DP 28004.7 |
| G | R.M.D.H.W.'S. (P) (P) | 54°00' | 4.5 & 0.555 | PLATED |
| H | R.M.D.H.W.'S. (P) (P) | 64°25' | 4.555 & 0.555 | PLATED |
| J | R.M.D.H.W.'S. (P) (P) | 43°42' | 4.555 | PLATED |
| K | R.M.D.H.W.'S. (P) (P) | 67°37' | 12.57 | PLATED |

Surveyor: NIGEL DUFFY
Date of Survey: 20TH NOVEMBER 2014
Surveyor's Reference: 14079
PLAN OF SUBDIVISION LOT 56 IN D.P. 28004.7

Loc: MAITLAND
Locality: RUTHERFORD
Subdivision No: 082357
Lengths are in metres. Reduction Ratio: 1:1000

Registered
23.2.2015

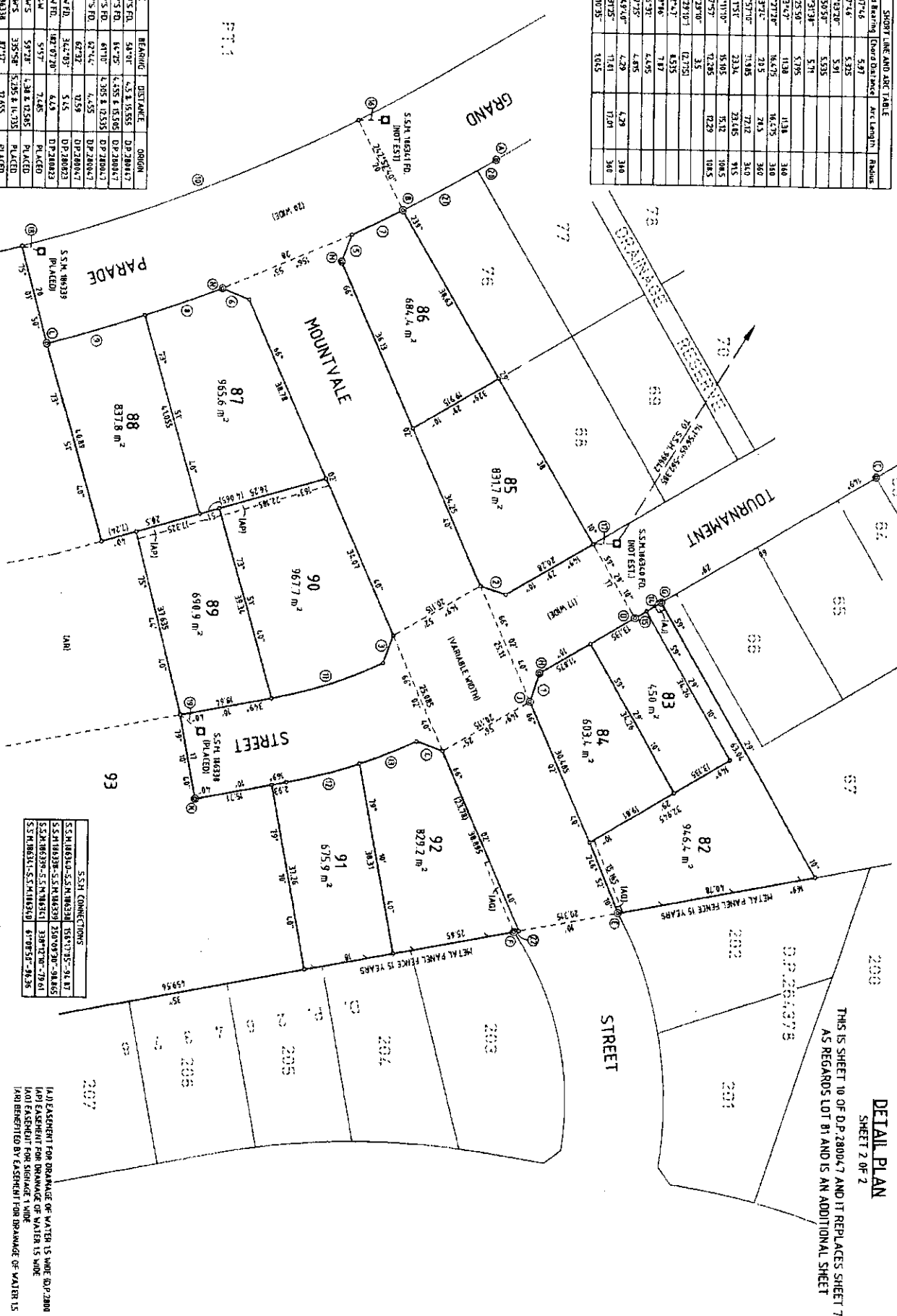
DP28004.7
ADDITIONAL SHEET 8

- 451.71 (SURV)

THIS IS SHEET 9 OF D.P.280047 AND IT REPLACES SHEET 7
AS REGARDS LOT 81 AND IS AN ADDITIONAL SHEET

| | | | | | | |
|-------------------------------------------------------|------------------------------------------|--------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------|-------------------------|--------------------------------|
| Surveyor: Date of Survey: Surveyor's Reference: | MCD. FILES 4/11/2014/MS 2805 14227 | PLAN OF SUBDIVISION LOT 81 IN D.P. 28004.7 | Local: Locality: Subdivision No.: Township and R. & M. No.: | MATLAND RUTHERFORD 082357 Madison, Ohio, 43108 | Registered 3/12/2015 | DP280047 ADDITIONAL SHEET 9 |
|-------------------------------------------------------|------------------------------------------|--------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------|-------------------------|--------------------------------|

| SHORT LINE AND RAIL TABLE | | | | |
|---------------------------|--------------|---------------|------------|--------|
| Number | Clear Height | Line Distance | Arc Length | Radius |
| 1 | 277-66 | 5.67 | | |
| 2 | 27-46 | 5.325 | | |
| 3 | 109-1228" | 5.34 | | |
| 4 | 47-50-37" | 5.335 | | |
| 5 | 206-23-14" | 5.71 | | |
| 6 | 227-25-36" | 5.775 | | |
| 7 | 331-52" | 11.38 | | 340 |
| 8 | 346-27-12" | 16.675 | 16.675 | 360 |
| 9 | 346-27-12" | 21.5 | 21.5 | 360 |
| 10 | 348-57-10" | 23.45 | 23.45 | 360 |
| 11 | 347-17-1" | 23.44 | 23.44 | 360 |
| 12 | 341-11-10" | 15.905 | 15.905 | 100.5 |
| 13 | 657-9-7" | 17.285 | 17.285 | 12.29 |
| 14 | 149-24-10" | 3.5 | | 108.5 |
| 15 | 114-27-10-1" | 12.775 | | |
| 16 | 182-7-7" | 4.535 | | |
| 17 | 187-9-6" | 7.87 | | |
| 18 | 246-37-2" | 4.495 | | |
| 19 | 237-27-5" | 4.485 | | |
| 20 | 328-44-48" | 4.28 | | 340 |
| 21 | 181-27-25" | 11.61 | | |
| 22 | 189-10-35" | 16.65 | | 360 |



| ET | TYPE | READING | DISTANCE | DOOR |
|----|------------------|----------|--------------|-----------|
| A | R.D.H.M.A.S.F.D. | 54.70 | 4.5, 15.55 | D7.200047 |
| B | R.D.H.M.A.S.F.D. | 14.25 | 4.5, 5.15.55 | D7.200047 |
| C | R.D.H.M.A.S.F.D. | 47.10 | 4.5, 5.15.55 | D7.200047 |
| D | R.D.H.M.A.S.F.D. | 42.46 | 4.55 | D7.200047 |
| E | R.D.H.M.A.S.F.D. | 64.32 | 9.55 | D7.200043 |
| F | R.D.H.M.A.S.F.D. | 42.47.20 | 4.5 | D7.200043 |
| G | R.D.H.M.A.S.F.D. | 47.10.20 | 4.5 | D7.200043 |
| H | R.D.H.M.A.S.F.D. | 59.37 | 2.48 & 12.55 | PLACED |
| J | R.D.H.M.A.S.F.D. | 33.55.38 | 1.18.35 | PLACED |
| K | R.D.H.M.A.S.F.D. | 47.17 | 7.55 | PLACED |
| L | R.D.H.M.A.S.F.D. | 77.18 | 15.45 | PLACED |
| N | R.D.H.M.A.S.F.D. | 33.58.37 | 5.21 & 14.05 | PLACED |
| N | R.D.H.M.A.S.F.D. | 49.10 | 4.25 & 15.55 | PLACED |

| S.S.H CONNECTIONS | |
|---------------------------|------------------|
| S.S.H.186340-S.S.H.186338 | 156°17'05"-94.47 |
| S.S.H.186338-S.S.H.186339 | 250°09'20"-94.86 |
| S.S.H.186339-S.S.H.186341 | 338°12'10"-79.61 |
| S.S.H.186341-S.S.H.186340 | 41°08'58"-86.36 |

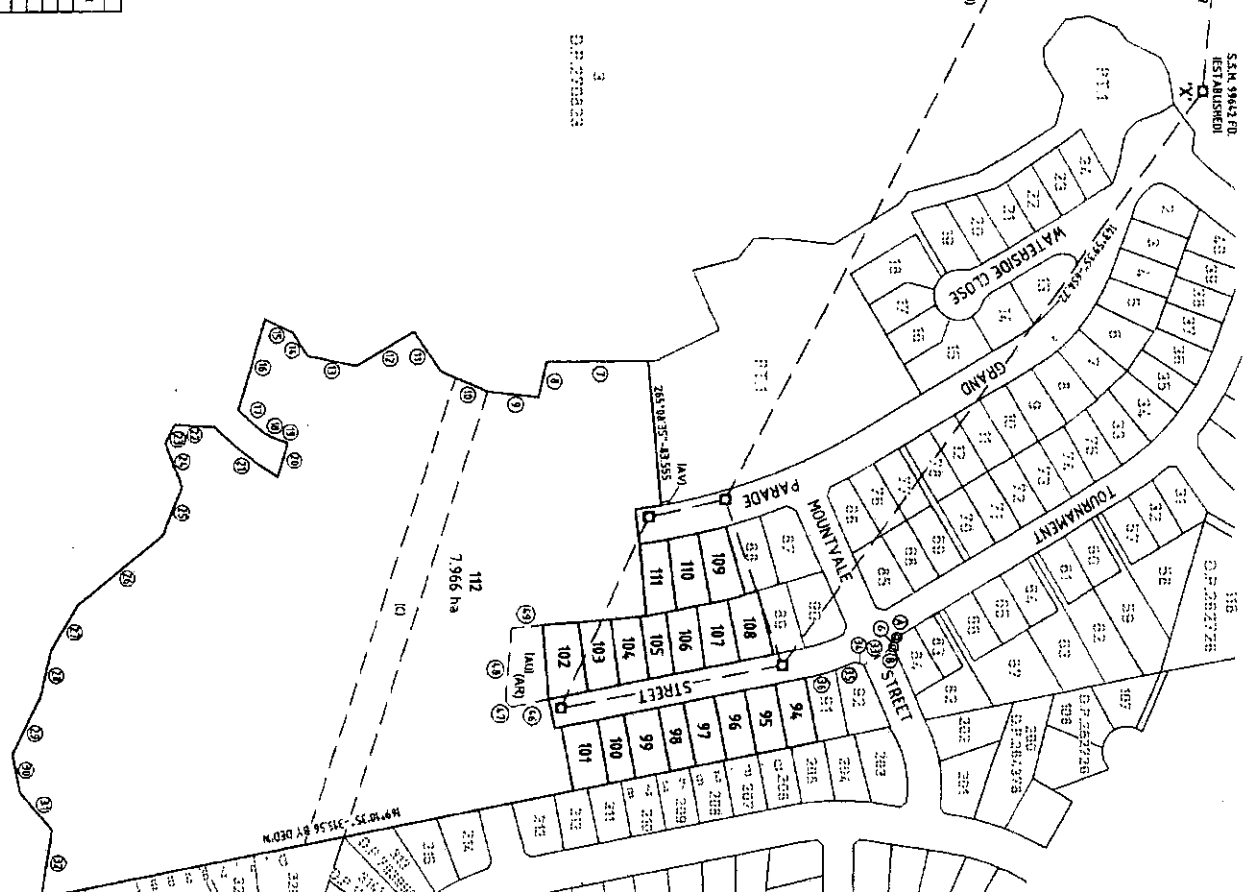
(A) EASEMENT FOR DRAINAGE OF WATER 15 WIDE (OP. 2800)
(AP) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
(AO) EASEMENT FOR SLUDGE 1 WIDE
(AR) BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 15

ESTABLISHED

DETAIL PLAN
SHEET 1 OF 2

| SHORT LINE AND ARC TABLE | | | |
|--------------------------|---------------|----------------|-------------------|
| Number | Chord Bearing | Chord Distance | Arc Length Radius |

| SHORT-TERM AND AIR TABLE | | | | |
|--------------------------|--------------|---------------|------------|--------|
| Number | Good Reading | Long Distance | Air Length | Radius |
| 6 | 277.46 | 5.87 | | |
| 7 | 397.94.38 | 54.91 P.O. | | |
| 8 | 268.38.75 | 20.26 P.O. | | |
| 9 | 6.91.31 | 27.95 P.O. | | |
| 10 | 29.73.66 | 29.718 P.O. | | |
| 11 | 55.46.47 | 21.049 P.O. | | |
| 12 | 33.94.67.27 | 31.641 P.O. | | |
| 13 | 37.57.46 | 26.337 P.O. | | |
| 14 | 55.46.86 | 16.280 P.O. | | |
| 15 | 26.55.31 | 17.327 P.O. | | |
| 16 | 22.16.33 | 54.35 P.O. | | |
| 17 | 22.16.33 | 14.67 | 19.15 | |
| 18 | 26.77.22.08 | 11.826 P.O. | 117 | 30 |
| 19 | 26.77.07.7 | 4.910 | 4.964 | 34.5 |
| 20 | 26.73.16.6 | 20.388 P.O. | 45.551 | 210 |
| 21 | 31.43.27 | 46.545 P.O. | | |
| 22 | 31.43.27 | 23.038 P.O. | | |
| 23 | 29.77.52.8 | 72.658 P.O. | | |
| 24 | 36.97.91.6 | 71.080 P.O. | | |
| 25 | 29.91.51.1 | 30.001 P.O. | | |
| 26 | 31.77.94.8 | 63.1 P.O. | | |
| 27 | 31.71.54 | 71.893 P.O. | | |
| 28 | 24.02.33.7 | 16.651 P.O. | | |
| 29 | 28.67.08.7 | 22.871 P.O. | | |
| 30 | 22.97.42.39 | 26.371 P.O. | | |
| 31 | 27.97.71.4 | 39.353 P.O. | | |
| 32 | 27.97.71.4 | 26.16 | | |
| 33 | 14.94.95 | 5.535 | | |
| 34 | 14.95.98 | 12.85 | 12.79 | 104.5 |
| 35 | 16.57.51 | 15.105 | 15.17 | 104.5 |
| 36 | 16.57.10.4 | 22.09 | | |
| 37 | 4.113.35 | 4.111 | | |
| 38 | 95.78.37 | 42.13 | | |
| 39 | 115.21.55 | 18 | | |



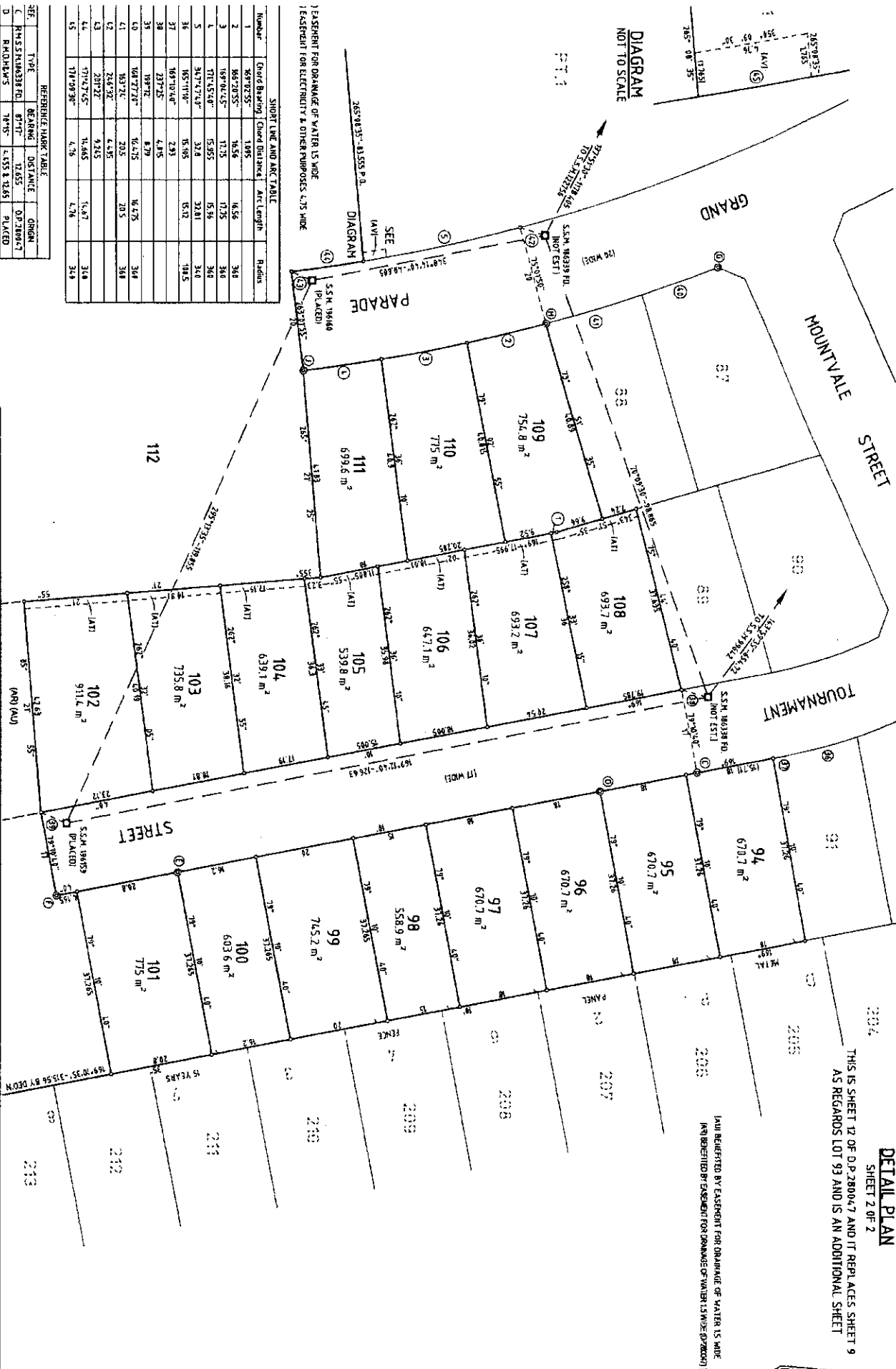
| | | |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------|
| Surveyor: MCOL DUL/S | Registered | DP280047 ADDITIONAL SHEET 11 |
| Date of Survey: 23RD DECEMBER 2015 | 1.4.2016 | |
| Surveyor's Reference: 15711 | LGU: MAITLAND Locality: RUTHERFORD Substation No: 082357 Lengths are in metres. Reduced to MSL 1988 | |
| PLAN OF SUBDIVISION OF LOT 93 AND EASEMENT WITHIN LOT 1 IN D.P. 280047 | | |

100

DETAIL PLAN

SHEET 2 OF 2

THIS IS SHEET 12 OF D.P.280047 AND IT REPLACES SHEET 9
AS REGARDS LOT 93 AND IS AN ADDITIONAL SHEET



SHORT LINE AND ARC TABLE

| Number | Color Rating | Color Difference | Ave. Length | Radius |
|--------|--------------|------------------|-------------|--------|
| 1 | 5.67-5.57 | 1.895 | | |
| 2 | 8.63-2.55 | 16.56 | 16.56 | 34.0 |
| 3 | 16.94-0.45 | 17.15 | 17.15 | 34.0 |
| 4 | 7.11-5.46 | 15.55 | 15.55 | 34.0 |
| 5 | 34.7-17.4 | 33.0 | 33.0 | 34.0 |
| 6 | 185-11.76 | 15.95 | 15.12 | 118.5 |
| 7 | 169.10-4.6 | 2.93 | | |
| 8 | 33.7-5 | 4.75 | | |
| 9 | 19.8-12 | 8.79 | | |
| 10 | 164.77-2.8 | 16.75 | 16.75 | 34.0 |
| 11 | 16.9-7.6 | 20.5 | 20.5 | 34.0 |
| 12 | 73.6-3.2 | 4.35 | | |
| 13 | 20.7-7.2 | 9.35 | | |
| 14 | 17.1-2.55 | 16.68 | 16.67 | 34.0 |
| 15 | 17.1-0.36 | 4.76 | 4.76 | 34.0 |

| REF. | TYPE | BEARING | DISTANCE | GRIND |
|------|----------------|---------|----------------|-----------|
| C | RH455RH4033 FD | 0°17' | 12.655 | 0°P2000-7 |
| D | RH4044-5 | 1°45' | 5.555 & 12.65 | PLATED |
| E | RH4044-5 | 3°00' | 4.455 & 12.655 | PLATED |
| F | RH455RH4039 | 10°18' | 14.72 | PLATED |
| G | RH455RH45 FD | 6°40' | 5.245 & 15.555 | DP2000-7 |
| H | RH455RH4033 FD | 7°38' | 15.65 | DP2000-7 |
| J | RH455RH4040 | 10°32' | 17.605 | PLATED |

1) EASEMENT FOR DRAINAGE OF WATER 15' WIDE
2) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4.75' WIDE

DIAGRAM
NOT TO SCALE

GRAND

MOUNTVALE STREET

TOURNAMENT

(A7) BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (0728064)

(A7) BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (0728064)

PLAN OF SUBDIVISION OF LOT 93 AND EASEMENTS
WITHIN LOT 1 IN D.P. 280047

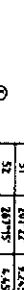
| | |
|-----------|------------------------|
| Locality: | MAJILAND RUTHERFORD |
|-----------|------------------------|

Registered
142016

DP280047
ADDITIONAL SHEET 12

SHEET 2 OF 2

13



| Shed Line A Arc Table | | | | |
|-----------------------|----------------|----------------|------------|--------|
| Number | Chord Distance | Chord Distance | Arc Length | Radius |
| 1 | 1774.620 | 16.49 | 16.49 | 33 |
| 2 | 1774.659 | 20.95 | 20.93 | 33 |
| 3 | 17878.45 | 18.46 | 18.44 | 33 |
| 4 | 18578.65 | 20.65 | 20.61 | 33 |
| 5 | 18578.67 | 6.67 | 6.67 | 33 |
| 6 | 3397.96 | 5.75 | 5.75 | 36 |
| 35 | 1774.620 | 17.99 | 17.99 | 36 |
| 36 | 1774.640 | 16.98 | 16.96 | 36 |
| 35 | 1774.630 | 16.95 | 16.95 | 36 |
| 36 | 1774.630 | 15.77 | 15.77 | 36 |
| 37 | 2624.415 | 12.65 | 12.55 | 44 |
| 38 | 2624.975 | 16.55 | 16.71 | 66 |
| 39 | 2717.745 | 3.55 | 3.55 | 66 |
| 40 | 974.200 | 20.11 | 20.15 | 36 |
| 41 | 1122.30 | 15.2 | 15.2 | 36 |
| 42 | 1087.20 | 20.75 | 21.85 | 36 |
| 43 | 427.935 | 4.87 | | 36 |
| 44 | 3174.35 | 6.39 | | 36 |
| 45 | 7556.30 | 1.63 | | 36 |
| 46 | 57.33 | 7.55 | | 36 |
| 47 | 1774.640 | 2.55 | | 36 |
| 48 | 164.27 | 1.02 | | 36 |
| 49 | 18578.75 | 13.69 | | 36 |
| 50 | 1774.745 | 16.65 | 16.87 | 36 |

DP280047

COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS

ATTENTION

A Community Plan may be subject to future subdivision that may contain a Signature/Administration Sheet. This document will then comprise separate Signature/Administration Sheets registered on different dates.

Particulars of each Signature/Administration Sheet are as follows:-

[illegible]

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 9 sheet(s)

Registered:  9.5.2014

Office Use Only

Office Use Only

Title System: TORRENS

DP280047

Purpose: SUBDIVISION

(DOC.A)

PLAN OF SUBDIVISION OF LOT 2 DP270823

LGA: Maitland

Locality: Rutherford

Parish: Gosforth

County: Northumberland

Crown Lands NSW/Western Lands Office Approval

Survey Certificate

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

I, DAVID CRAIG WALLACE

of MONTEATH AND POWYS PTY LTD

Signature:

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

Date:

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

File Number:

Office:

* (b) The part of the land shown in the plan (*being/*excluding ^) Lots 1 to 55 inclusive.....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, ... 19-2-14, the part not surveyed was compiled in accordance with that Regulation.

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

Signature: Dated: 5-3-14

Surveyor ID:7663.....

Datum Line: 'A' - 'B'

Type: *Urban/*Rural

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

*Strike through if inapplicable.

*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Subdivision Certificate
 I, Stephen Punch
 *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road of reserve set out herein.

Signature:

Accreditation number:

Consent Authority: Maitland City CouncilDate of endorsement: 4-3-14Subdivision Certificate number: 082357File number: DA08 2357

*Strike through if inapplicable.

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

It is intended to dedicate:-

- Victory Way

to the public as public road, subject to the Easement for Drainage of Water 3 wide created by DP871817.

Plans used in the preparation of survey/compilation.

DP 270823

DP 1091841

DP 1141535

If space is Insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 11075DPA

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 9 sheet(s)

Registered:



9.5.2014

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2 DP270823

DP280047

(DOC.A)

Subdivision Certificate number: 082357

Date of Endorsement: 4.3.14

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

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

It is intended to dedicate:-

- Midfield Close
- Tournament Street
- Grand Parade
- Waterside Close

to the public as public road.

Pursuant to Section 88B of the Conveyancing Act 1919, as amended, it is intended to create:-

1. Easement for Drainage of Water 1.5 and 2.2 Wide
2. Easement for Drainage of Water 3.5
3. Right of Access 3.5 Wide
4. Easement for Electricity and Other Purposes 3.3 Wide
5. Easement for Drainage of Water 4 Wide
6. Right of Access 5 wide
7. Restriction on Use
8. Restriction on Use
9. Restriction on Use

Schedule of Street Addresses

| Lot | Street Number | Street Name | Street Type | Location |
|-----|---------------|-------------|-------------|------------|
| 1 | N/A | GRAND | PARADE | RUTHERFORD |
| 2 | 1 | GRAND | PARADE | RUTHERFORD |
| 3 | 3 | GRAND | PARADE | RUTHERFORD |
| 4 | 5 | GRAND | PARADE | RUTHERFORD |
| 5 | 7 | GRAND | PARADE | RUTHERFORD |
| 6 | 9 | GRAND | PARADE | RUTHERFORD |
| 7 | 11 | GRAND | PARADE | RUTHERFORD |
| 8 | 13 | GRAND | PARADE | RUTHERFORD |
| 9 | 15 | GRAND | PARADE | RUTHERFORD |
| 10 | 17 | GRAND | PARADE | RUTHERFORD |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 11075DPA

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 9 sheet(s)

Registered:



9.5.2014

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2 DP270823

DP280047

(DOC.A)

Subdivision Certificate number:

082357

Date of Endorsement:

4.3.14

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

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

Schedule of Street Addresses (Continued)

| Lot | Street Number | Street Name | Street Type | Location |
|-----|---------------|-------------|-------------|------------|
| 11 | 19 | GRAND | PARADE | RUTHERFORD |
| 12 | 21 | GRAND | PARADE | RUTHERFORD |
| 13 | 1 | WATERSIDE | CLOSE | RUTHERFORD |
| 14 | 3 | WATERSIDE | CLOSE | RUTHERFORD |
| 15 | 5 | WATERSIDE | CLOSE | RUTHERFORD |
| 16 | 7 | WATERSIDE | CLOSE | RUTHERFORD |
| 17 | 16 | WATERSIDE | CLOSE | RUTHERFORD |
| 18 | 14 | WATERSIDE | CLOSE | RUTHERFORD |
| 19 | 12 | WATERSIDE | CLOSE | RUTHERFORD |
| 20 | 10 | WATERSIDE | CLOSE | RUTHERFORD |
| 21 | 8 | WATERSIDE | CLOSE | RUTHERFORD |
| 22 | 6 | WATERSIDE | CLOSE | RUTHERFORD |
| 23 | 4 | WATERSIDE | CLOSE | RUTHERFORD |
| 24 | 2 | WATERSIDE | CLOSE | RUTHERFORD |
| 25 | 1 | TOURNAMENT | STREET | RUTHERFORD |
| 26 | 3 | TOURNAMENT | STREET | RUTHERFORD |
| 27 | 5 | TOURNAMENT | STREET | RUTHERFORD |
| 28 | 7 | TOURNAMENT | STREET | RUTHERFORD |
| 29 | 9 | TOURNAMENT | STREET | RUTHERFORD |
| 30 | 11 | TOURNAMENT | STREET | RUTHERFORD |
| 31 | 13 | TOURNAMENT | STREET | RUTHERFORD |
| 32 | 15 | TOURNAMENT | STREET | RUTHERFORD |
| 33 | 16 | TOURNAMENT | STREET | RUTHERFORD |
| 34 | 14 | TOURNAMENT | STREET | RUTHERFORD |
| 35 | 12 | TOURNAMENT | STREET | RUTHERFORD |
| 36 | 10 | TOURNAMENT | STREET | RUTHERFORD |
| 37 | 8 | TOURNAMENT | STREET | RUTHERFORD |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 11075DPA

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 9 sheet(s)

Registered:  9.5.2014

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2 DP270823

DP280047

(DOC.A)

Subdivision Certificate number: 082357

Date of Endorsement: 4.3.14

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

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

Schedule of Street Addresses (Continued)

| Lot | Street Number | Street Name | Street Type | Location |
|-----|---------------|-------------|-------------|------------|
| 38 | 6 | TOURNAMENT | STREET | RUTHERFORD |
| 39 | 4 | TOURNAMENT | STREET | RUTHERFORD |
| 40 | 2 | TOURNAMENT | STREET | RUTHERFORD |
| 41 | 15 | MIDFIELD | CLOSE | RUTHERFORD |
| 42 | 13 | MIDFIELD | CLOSE | RUTHERFORD |
| 43 | 11 | MIDFIELD | CLOSE | RUTHERFORD |
| 44 | 9 | MIDFIELD | CLOSE | RUTHERFORD |
| 45 | 7 | MIDFIELD | CLOSE | RUTHERFORD |
| 46 | 5 | MIDFIELD | CLOSE | RUTHERFORD |
| 47 | 3 | MIDFIELD | CLOSE | RUTHERFORD |
| 48 | 30 | MIDFIELD | CLOSE | RUTHERFORD |
| 49 | 28 | MIDFIELD | CLOSE | RUTHERFORD |
| 50 | 26 | MIDFIELD | CLOSE | RUTHERFORD |
| 51 | 24 | MIDFIELD | CLOSE | RUTHERFORD |
| 52 | 22 | MIDFIELD | CLOSE | RUTHERFORD |
| 53 | 20 | MIDFIELD | CLOSE | RUTHERFORD |
| 54 | 18 | MIDFIELD | CLOSE | RUTHERFORD |
| 55 | 16 | MIDFIELD | CLOSE | RUTHERFORD |
| 56 | N/A | GRAND | PARADE | RUTHERFORD |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 11075DPA

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 9 sheet(s)

Registered:



9.5.2014

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2 DP270823

DP280047

(DOC.A)

Subdivision Certificate number: 082357

Date of endorsement: 4.3.14

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A

Name of Development (Optional)

HERITAGE PARC

Address for Service of Notices

1504 RACECOURSE ROAD
RUTHERFORD NSW 2320

WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 *Community Land Development Act 1989*.

Any changes will be recorded in a replacement schedule.

UPDATE NOTE (Approved Form 8)

This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^

* Strike through if inapplicable

^ Insert registration date of previous schedule

VALUER'S CERTIFICATE (Approved Form 9)

I, PETER MACADAM.....
of Colliers International Consultancy and Valuation Pty Limited being a Valuer registered under the *Valuers Registration Act 1975*, certify that;

- (a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^... 5th August 2013 ...
- (b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^..... being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.

Signature: Dated: 5.3.14

* Strike through if inapplicable
^ Insert date of valuation

SCHEDULE OF UNIT ENTITLEMENT

| Lot No. | Unit Entitlements | Subdivision |
|---------|-------------------|-------------|
| 1 | Precinct Property | |
| 2 | 22 | |
| 3 | 22 | |
| 4 | 22 | |
| 5 | 22 | |
| 6 | 23 | |
| 7 | 23 | |
| 8 | 22 | |
| 9 | 22 | |
| 10 | 21 | |
| 11 | 21 | |


| Lot No. | Unit Entitlements | Subdivision |
|---------|-------------------|-------------|
| 12 | 21 | |
| 13 | 22 | |
| 14 | 22 | |
| 15 | 26 | |
| 16 | 23 | |
| 17 | 23 | |
| 18 | 29 | |
| 19 | 25 | |
| 20 | 24 | |
| 21 | 23 | |
| 22 | 23 | |

If space is insufficient use annexure sheet - Plan Form 6A

Surveyor's Reference: 11075DPA

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 9 sheet(s)

Registered:  9.5.2014

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2 DP270823

DP280047

(DOC.A)

Subdivision Certificate number: 062357

Date of Endorsement: 4.3.14

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

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

SCHEDULE OF UNIT ENTITLEMENT (CONTINUED)

| Lot No. | Unit Entitlements | Subdivision |
|---------|-------------------|-------------|
| 23 | 23 | |
| 24 | 23 | |
| 25 | 22 | |
| 26 | 22 | |
| 27 | 21 | |
| 28 | 22 | |
| 29 | 22 | |
| 30 | 23 | |
| 31 | 20 | |
| 32 | 20 | |
| 33 | 22 | |
| 34 | 22 | |
| 35 | 22 | |
| 36 | 22 | |
| 37 | 21 | |
| 38 | 20 | |
| 39 | 20 | |
| 40 | 20 | |

| Lot No. | Unit Entitlements | Subdivision |
|---------|-------------------|-------------|
| 41 | 23 | |
| 42 | 22 | |
| 43 | 21 | |
| 44 | 22 | |
| 45 | 21 | |
| 46 | 21 | |
| 47 | 22 | |
| 48 | 25 | |
| 49 | 23 | |
| 50 | 22 | |
| 51 | 22 | |
| 52 | 22 | |
| 53 | 22 | |
| 54 | 22 | |
| 55 | 23 | |
| 56 | 2,200 | |
| TOTAL | 3,400 | |

HISTORICAL FILE:

SEE ADMINISTRATION SHEETS 5-6 (DOC.B)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 11075DPA

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 9 sheet(s)

Registered:



9.5.2014

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2 DP270823

DP280047

(DOC.A)

Subdivision Certificate number: 082357

Date of Endorsement: 4.3.14

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

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

ABN 67 505 337 385

EXECUTED for and on behalf of AUSGRID by
JOSEPH ANTHONY PIZZINGA
its duly constituted Attorney pursuant to Power of
Attorney registered Book 4641 No. 639
in the presence of:

Attorney

Witness

Name of Witness (please print)

Address of Witness


570 George Street,
Sydney, NSW, 2000

If space is insufficient use additional annexure sheet

Surveyor's Reference: 11075DPA

DEPOSITED PLAN ADMINISTRATION SHEET

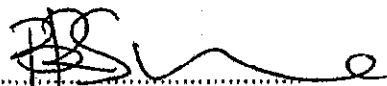
Sheet 8 of 9 sheet(s)

| | |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Registered:  9.5.2014 | Office Use Only |
| PLAN OF SUBDIVISION OF LOT 2 DP270823 | Office Use Only |
| Subdivision Certificate number: 082357 Date of Endorsement: 4.3.14 | <div data-bbox="904 385 1219 443" data-label="Text">DP280047</div> <div data-bbox="1227 461 1358 499" data-label="Text">(DOC.A)</div> <div data-bbox="775 524 1394 721" data-label="List-Group"><p>This sheet is for the provision of the following information as required:</p><ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</div> |

ACN 102 592 236

~~ACN 17 349 679 448~~

Executed by Heritage Parc Pty Limited)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by authority)
of its directors:



Signature of Director

BRIAN SWAINE

Name of Director (BLOCK LETTERS)



Signature of Company Secretary

PAUL FEHBERG


Name of Company Secretary (BLOCK LETTERS)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 11075DPA

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 9 of 9 sheet(s)

Registered:  9.5.2014

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2 DP270823

DP280047

(DOC.A)

Subdivision Certificate number: 082357
Date of Endorsement: 4.3.14

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

Mortgage under Mortgage No. AH 863862
Signed at CHARLESTOWN this 14th day
of MARCH 2014 for National
Australia Bank Limited ABN
by GARRY NORMAN WILSON
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512



Signature of Witness/Bank Officer

PETER CURRAN

Print name of Witness/Bank Officer

Level 1, 6 Chapman Street
Charlestown, NSW 2290

Address of Witness/Bank Officer


Signature of Attorney (Level 3 Attorney)

Mortgage under Mortgage No. AH 863862
Signed at CHARLESTOWN this 14th day of
MARCH 2014 for National
Australia Bank Limited ABN 12 004 044 937
by GARRY NORMAN WILSON
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


Level 3 Attorney


Witness/Bank Officer

PETER CURRAN


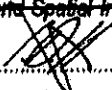

Level 1, 6 Chapman Street
Charlestown, NSW 2290

If space is insufficient use additional annexure sheet

Surveyor's Reference: 11075DPA

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Registered:  23.2.2015 Title System: TORRENS Purpose: SUBDIVISION | Office Use Only DP280047 (DOC.B) |
| PLAN OF SUBDIVISION OF LOT 56 IN D.P.280047 | LGA: MAITLAND Locality: RUTHERFORD Parish: GOSFORTH County: NORTHUMBERLAND |
| Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: | Survey Certificate NIGEL DELFS I, of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on *(b) The part of the land shown in the plan ("being" excluding Lots 57-80) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on, 20th November 2014 the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> Signature:  Dated: 25/11/14 Surveyor ID: 8232 Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level - Undulating / *Steep - Mountainous * Strike through if inapplicable * Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. |
| Subdivision Certificate I, Leanne Harris *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: Maitland City Council Date of endorsement: 22.12.14 Subdivision Certificate number: 082357 File number: DA08 2357 *Strike through if inapplicable | Plans used in the preparation of survey/compilation D.P.270823 D.P.280047 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 14079 |
| Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A | |

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

Registered



23.2.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 56
IN D.P.280047

DP280047

(DOC.B)

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

- A schedule of lots and addresses See 60(c) SS1 Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number : 082357

Date of Endorsement : 22.12.14

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

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (AJ)
2. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (AK)
3. EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE (AL)
4. RIGHT OF ACCESS 3.5 WIDE (AM)
5. ~~RESTRICTION ON USE~~ RESTRICTION ON THE USE OF LAND

EXECUTED BY HERITAGE PARC PTY LIMITED ACN 102 592 236 IN)
ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS ACT)
2001 (CTH) BY AUTHORITY OF ITS DIRECTORS:)

SIGNATURE OF DIRECTOR

SIGNATURE OF DIRECTOR

BRIAN SWAINE
NAME OF DIRECTOR
(BLOCK LETTERS)

LOUISE McElroy
NAME OF DIRECTOR
(BLOCK LETTERS)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14079

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)

Registered



23.2.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 56
IN D.P.280047

DP280047

(DOC.B)

Subdivision Certificate number : 082357
Date of Endorsement : 22.12.14

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

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

| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|-----|------------|-------------|-------------|------------|
| 57 | 17 | TOURNAMENT | STREET | RUTHERFORD |
| 58 | 19 | TOURNAMENT | STREET | RUTHERFORD |
| 59 | 21 | TOURNAMENT | STREET | RUTHERFORD |
| 60 | 23 | TOURNAMENT | STREET | RUTHERFORD |
| 61 | 25 | TOURNAMENT | STREET | RUTHERFORD |
| 62 | 27 | TOURNAMENT | STREET | RUTHERFORD |
| 63 | 29 | TOURNAMENT | STREET | RUTHERFORD |
| 64 | 31 | TOURNAMENT | STREET | RUTHERFORD |
| 65 | 33 | TOURNAMENT | STREET | RUTHERFORD |
| 66 | 35 | TOURNAMENT | STREET | RUTHERFORD |
| 67 | 37 | TOURNAMENT | STREET | RUTHERFORD |
| 68 | 32 | TOURNAMENT | STREET | RUTHERFORD |
| 69 | 30 | TOURNAMENT | STREET | RUTHERFORD |
| 70 | 28 | TOURNAMENT | STREET | RUTHERFORD |
| 71 | 26 | TOURNAMENT | STREET | RUTHERFORD |
| 72 | 24 | TOURNAMENT | STREET | RUTHERFORD |
| 73 | 22 | TOURNAMENT | STREET | RUTHERFORD |
| 74 | 20 | TOURNAMENT | STREET | RUTHERFORD |
| 75 | 18 | TOURNAMENT | STREET | RUTHERFORD |
| 76 | 27 | GRAND | PARADE | RUTHERFORD |
| 77 | 25 | GRAND | PARADE | RUTHERFORD |
| 78 | 23 | GRAND | PARADE | RUTHERFORD |
| 79 | N/A | TOURNAMENT | STREET | RUTHERFORD |
| 80 | 8 | GRAND | PARADE | RUTHERFORD |
| 81 | 34 | TOURNAMENT | STREET | RUTHERFORD |

If space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Registered



23.2.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 56
IN D.P.280047

DP280047

(DOC.B)

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

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

Subdivision Certificate number : 082357

Date of Endorsement : 22.12.14

Mortgage under Mortgage No. AH 813862,
Signed at CHARLESTOWN this 6th day
of JANUARY 2015 for National)
Australia Bank Limited ABN)
by GARRY NORMAN GIBSON 12 DOY D44937
Its duly appointed Attorney under Power of)
Attorney No. 39 Book 4512

Signature of Witness/Bank Officer

PETER CURRAN

ASSOCIATE
Print name of Witness/Bank Officer

Level 1, 6 Chapman Street
Charlestown, NSW 2290

Address of Witness/Bank Officer

Signature of Attorney (Level 2 Attorney)

If space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

Registered:



23.2.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 56
IN D.P.280047

DP280047

(DOC.B)

Subdivision Certificate number: 082357

Date of endorsement: 22.12.14

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A

Name of Development (Optional)

HERITAGE PARC

Address for Service of Notices

1504 RACECOURSE ROAD
RUTHERFORD NSW 2320

WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.

Any changes will be recorded in a replacement schedule.

UPDATE NOTE (Approved Form 8)

This document contains an 'updated'/revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^

* Strike through if inapplicable

^ Insert registration date of previous schedule

VALUER'S CERTIFICATE (Approved Form 9)

I, PETER MACADAM
of COLLIERS INTERNATIONAL
being a Valuer registered under the *Valuers Registration Act 1975*, certify that:

- *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^ 9/12/14
- *(b) The unit entitlement shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ 9/12/14 being the date of valuer's certificate lodged with the original initial schedule or the revised schedule.

Signature: Peter MacadamDate: 15/1/15

* Strike through if inapplicable

^ Insert registration date of previous schedule

SCHEDULE OF UNIT ENTITLEMENT

THIS IS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES
THE SCHEDULE OF THE PLAN REGISTERED ON 9TH MAY 2014

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|-------------------|-------------|-----|------------------|-------------|
| 1 | PRECINCT PROPERTY | | 14 | 22 | |
| 2 | 22 | | 15 | 25 | |
| 3 | 22 | | 16 | 23 | |
| 4 | 22 | | 17 | 23 | |
| 5 | 22 | | 18 | 29 | |
| 6 | 23 | | 19 | 25 | |
| 7 | 23 | | 20 | 24 | |
| 8 | 22 | | 21 | 23 | |
| 9 | 22 | | 22 | 23 | |
| 10 | 21 | | 23 | 23 | |
| 11 | 21 | | 24 | 23 | |
| 12 | 21 | | 25 | 22 | |
| 13 | 22 | | 26 | 22 | |

If space is insufficient use additional annexure sheet - Plan Form 6A

Surveyor's Reference: 14079

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

Registered



23.2.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 56
IN D.P.280047

DP280047

(DOC.B)

Subdivision Certificate number : 082357

Date of Endorsement : 22.12.14

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

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

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|-----------------------------|--------------------------------|-------|------------------|-------------|
| 27 | 21 | | 57 | 21 | |
| 28 | 22 | | 58 | 23 | |
| 29 | 22 | | 59 | 24 | |
| 30 | 23 | | 60 | 22 | |
| 31 | 20 | | 61 | 21 | |
| 32 | 20 | | 62 | 23 | |
| 33 | 22 | | 63 | 23 | |
| 34 | 22 | | 64 | 22 | |
| 35 | 22 | | 65 | 22 | |
| 36 | 22 | | 66 | 22 | |
| 37 | 21 | | 67 | 24 | |
| 38 | 20 | | 68 | 21 | |
| 39 | 20 | | 69 | 21 | |
| 40 | 20 | | 70 | 21 | |
| 41 | 23 | | 71 | 21 | |
| 42 | 22 | | 72 | 21 | |
| 43 | 21 | | 73 | 21 | |
| 44 | 22 | | 74 | 21 | |
| 45 | 21 | | 75 | 22 | |
| 46 | 21 | | 76 | 22 | |
| 47 | 22 | | 77 | 21 | |
| 48 | 25 | | 78 | 21 | |
| 49 | 23 | | 79 | DRAINAGE RESERVE | |
| 50 | 22 | | 80 | 1 | |
| 51 | 22 | | 81 | 1719 | |
| 52 | 22 | | TOTAL | 3400 | |
| 53 | 22 | | | | |
| 54 | 22 | | | | |
| 55 | 23 | | | | |
| 56 | NOW LOTS 57-81 INCLUSIVE | SEE ADDITIONAL SHEETS 5 & 6 | | | |

HISTORICAL FILE:


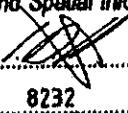
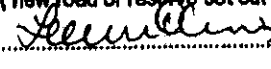
SEE ADMINISTRATION SHEETS 5-6 (DOC.C)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14079

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Registered:  16.3.2015 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: CONVERSION TO ASSOCIATION PROPERTY</p> | <p>Office Use Only</p> <p>DP280047</p> <p>(DOC.C)</p> |
| <p>PLAN OF LOT 1 IN D.P.280047 AFTER CONVERSION OF LOT 80 D.P.280047 TO PRECINCT PROPERTY</p> | <p>LGA: MAITLAND</p> <p>Locality: RUTHERFORD</p> <p>Parish: GOSFORTH</p> <p>County: NORTHUMBERLAND</p> |
| <p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> | <p>Survey Certificate</p> <p>NIGEL DELFS</p> <p>I, of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on</p> <p>*(b) The part of the land shown in the plan ("being" excluding A) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature:  Dated: 25/11/14</p> <p>Surveyor ID: 8232</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level - Undulating / *Sloped - Mountainous</p> <p>* Strike through if inapplicable</p> <p>* Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p> |
| <p>Subdivision Certificate</p> <p>I, <u>Leanne Harris</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Maitland City Council</u></p> <p>Date of endorsement: <u>22.12.14</u></p> <p>Subdivision Certificate number: <u>082357</u></p> <p>File number: <u>DA08 2357</u></p> <p>*Strike through if inapplicable</p> | <p>Plans used in the preparation of survey/compilation</p> <p>D.P.270823</p> <p>D.P.280047</p> <p>If space is insufficient continue on PLAN FORM 6A</p> |
| <p>Statements of intention to dedicate public roads, public reserves and drainage reserves</p> | |

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

Registered



16.3.2015

Office Use Only

Office Use Only

PLAN OF LOT 1 IN D.P.280047 AFTER
CONVERSION OF LOT 80 D.P.280047 TO
PRECINCT PROPERTY

DP280047

(DOC.C)

Subdivision Certificate number : 082357
Date of Endorsement : 22.12.14

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

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

EXECUTED BY HERITAGE PARC PTY LIMITED ACN 102 592 236 IN)
ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS ACT)
2001 (CTH) BY AUTHORITY OF ITS DIRECTORS:)

SIGNATURE OF DIRECTOR


SIGNATURE OF DIRECTOR

BRIAN SWAINE
NAME OF DIRECTOR
(BLOCK LETTERS)

LOUISE MCLAY
NAME OF DIRECTOR
(BLOCK LETTERS)

DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 3 of 6 sheet(s)

| | | |
|--------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Registered  16.3.2015 | Office Use Only | Office Use Only |
| PLAN OF LOT 1 IN D.P.280047 AFTER CONVERSION OF LOT 80 D.P.280047 TO PRECINCT PROPERTY | | DP280047 |
| | | (DOC.C) |
| Subdivision Certificate number : 082357 | | This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses See 60(c) SSI Regulation 2012• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. |
| Date of Endorsement : 22.12.14 | | |

The Consent Authority being The Council ofMaitland City Council.....gives consent to;

(a) The conversion of lots80..... in D.P.280047..... to association property as shown on the plan herewith.


The consent authority is satisfied that the above action is not inconsistent with the conditions of any development consent and that any Development Contract has been amended accordingly.

Dated: 3/3/15
Application No: 08-2357
Authorised Officer: LEANNE HARRIS
Signature: 

The Precinct Association Deposited Plan No.....280047.....certifies that on22ND MAY 2014.....it passed a unanimous resolution consenting to the Conversion of Lot 80 in D.P.280047.....

The Precinct Association Deposited Plan No.....280047.....certifies that on 22ND MAY 2014 it passed a unanimous resolution agreeing to the schedule of unit entitlements shown in the document herewith.

The common seal of the Precinct Association Deposited Plan No.....280047..... was affixed hereto on 4th MARCH 2015 in the presence of;

.....Shane Boslem.....
Signature



being the person authorised by section 8 Community Land Management Act 1989 to attest the affixing of the seal.

If space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Registered



16.3.2015

Office Use Only

Office Use Only

**PLAN OF LOT 1 IN D.P.280047 AFTER
CONVERSION OF LOT 80 D.P.280047 TO
PRECINCT PROPERTY**

DP280047

(DOC.C)

Subdivision Certificate number : 082357
Date of Endorsement : 22.12.14

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

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

Mortgage under Mortgage No AH 863 802)
Signed at CHARLESTOWN this 6th day)
of JANUARY 2015 for National)
Australia Bank Limited ABN 12 004 049 937)
by GARY NORMAN GLEN)
its duly appointed Attorney under Power of)
Attorney No. 39 Book 4512)

Signature of Witness/Bank Officer

**PETER CURRAN
ASSOCIATE**

Print name of Witness/Bank Officer

**Level 1, 6 Chapman Street
Charlestown, NSW 2290**

Address of Witness/Bank Officer

Signature of Attorney (Level 2 Attorney)

If space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

Registered:



16.3.2015

Office Use Only

Office Use Only

**PLAN OF LOT 1 IN D.P.280047 AFTER
CONVERSION OF LOT 80 D.P.280047 TO
PRECINCT PROPERTY**

DP280047

(DOC.C)

Subdivision Certificate number: 082357
Date of endorsement: 22.12.14

Signatures and Consents, a schedule of lots and addresses and
statements relating to a section 88B instrument should be provided on
Plan Form 6A

Name of Development (Optional)

HERITAGE PARC

Address for Service of Notices

1504 RACECOURSE ROAD
RUTHERFORD NSW 2320

WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for
the Community, Precinct or Neighbourhood Scheme which is
liable to be altered, as the scheme is developed or on
completion of the scheme, in accordance with the provisions of
section 30 Community Land Development Act 1989.

Any changes will be recorded in a replacement schedule.

UPDATE NOTE (Approved Form 8)

This document contains an "updated"/revised Schedule of Unit
Entitlements and replaces the existing schedule registered on
^

* Strike through if inapplicable

^ Insert registration date of previous schedule

VALUER'S CERTIFICATE (Approved Form 9)

I, PETER MACADAM
of COLLIERS INTERNATIONAL
being a Valuer registered under the Valuers Registration Act
1975, certify that;

- *(a) The unit entitlements shown in the schedule herewith are
based upon valuations made by me on ^ 9/12/14
*(b) The unit entitlement shown in the schedule herewith, for the
new lots created by the subdivision, are based upon their
market value on ^ 9/12/14 being the date of
valuer's certificate lodged with the original initial schedule
or the revised schedule.

Signature: [Signature] Date: 12/1/15

* Strike through if inapplicable

^ Insert registration date of previous schedule

SCHEDULE OF UNIT ENTITLEMENT

THIS IS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES
THE SCHEDULE OF THE PLAN REGISTERED ON 23/1/15

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|-------------------|-------------|-----|------------------|-------------|
| 1 | PRECINCT PROPERTY | | 14 | 22 | |
| 2 | 22 | | 15 | 25 | |
| 3 | 22 | | 16 | 23 | |
| 4 | 22 | | 17 | 23 | |
| 5 | 22 | | 18 | 29 | |
| 6 | 23 | | 19 | 25 | |
| 7 | 23 | | 20 | 24 | |
| 8 | 22 | | 21 | 23 | |
| 9 | 22 | | 22 | 23 | |
| 10 | 21 | | 23 | 23 | |
| 11 | 21 | | 24 | 23 | |
| 12 | 21 | | 25 | 22 | |
| 13 | 22 | | 26 | 22 | |

If space is insufficient use additional annexure sheet - Plan Form 6A

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

Registered



16.3.2015

Office Use Only

Office Use Only

DP280047

(DOC.C)

PLAN OF LOT 1 IN D.P.280047 AFTER
CONVERSION OF LOT 80 D.P.280047 TO
PRECINCT PROPERTY

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

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

Subdivision Certificate number : 082357
Date of Endorsement : 22.12.14

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|-----------------------------|--------------------------------|-------|--------------------|-------------|
| 27 | 21 | | 57 | 21 | |
| 28 | 22 | | 58 | 23 | |
| 29 | 22 | | 59 | 24 | |
| 30 | 23 | | 60 | 22 | |
| 31 | 20 | | 61 | 21 | |
| 32 | 20 | | 62 | 23 | |
| 33 | 22 | | 63 | 23 | |
| 34 | 22 | | 64 | 22 | |
| 35 | 22 | | 65 | 22 | |
| 36 | 22 | | 66 | 22 | |
| 37 | 21 | | 67 | 24 | |
| 38 | 20 | | 68 | 21 | |
| 39 | 20 | | 69 | 21 | |
| 40 | 20 | | 70 | 21 | |
| 41 | 23 | | 71 | 21 | |
| 42 | 22 | | 72 | 21 | |
| 43 | 21 | | 73 | 21 | |
| 44 | 22 | | 74 | 21 | |
| 45 | 21 | | 75 | 22 | |
| 46 | 21 | | 76 | 22 | |
| 47 | 22 | | 77 | 21 | |
| 48 | 25 | | 78 | 21 | |
| 49 | 23 | | 79 | DRAINAGE RESERVE | |
| 50 | 22 | | 80 | CONVERTED TO LOT 1 | AJ324488 |
| 51 | 22 | | 81 | 1720 | |
| 52 | 22 | | TOTAL | 3400 | |
| 53 | 22 | | | | |
| 54 | 22 | | | | |
| 55 | 23 | | | | |
| 56 | NOW LOTS 57-81 INCLUSIVE | SEE ADDITIONAL SHEETS 5 & 6 | | | |




HISTORICAL FILE:


SEE ADMINISTRATION SHEETS 5-6 (DOC.D)

If space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Registered:  3.12.2015 Title System: TORRENS Purpose: SUBDIVISION | Office Use Only DP280047 (DOC.D) |
| PLAN OF SUBDIVISION OF LOT 81 IN D.P.280047 | LGA: MAITLAND Locality: RUTHERFORD Parish: GOSFORTH County: NORTHUMBERLAND |
| Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: | Survey Certificate NIGEL DELFS I, of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the Surveying and Spatial Information Act 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on *(b) The part of the land shown in the plan ("being" excluding ^{Lots 82-92}) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 16th SEPTEMBER 2015 the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012 Signature:  Dated: 28/9/15 Surveyor ID: 8232 Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level - Undulating / *Steep - Mountainous * Strike through if inapplicable ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. |
| Subdivision Certificate Stephen Punch I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: Maitland City Council Date of endorsement: 5.11.15 Subdivision Certificate number: 082357 File number: DA08 2357 *Strike through if inapplicable | Plans used in the preparation of survey/compilation D.P.270823 D.P.280047 If space is insufficient continue on PLAN FORM 6A |
| Statements of intention to dedicate public roads, public reserves and drainage reserves IT IS INTENDED TO DEDICATE THE EXTENSION OF GRAND PARADE, TOURNAMENT STREET & MOUNTVALE STREET TO THE PUBLIC AS PUBLIC ROAD. | |

| | | |
|--------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Registered  3.12.2015 | Office Use Only | Office Use Only |
| PLAN OF SUBDIVISION OF LOT 81 IN D.P.280047 | | DP280047 (DOC.D) |
| | | This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses See 60(c) SSI Regulation 2012• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. |
| Subdivision Certificate number : 082357 | | |
| Date of Endorsement : 5.11.15 | | |


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

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (AP)
2. EASEMENT FOR SIGNAGE 1 WIDE (AQ)
3. RESTRICTIONS ON THE USE OF LAND
4. RESTRICTIONS ON THE USE OF LAND

EXECUTED BY HERITAGE PARC PTY LIMITED ACN 102 592 236 IN)
ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS ACT)
2001 (CTH) BY AUTHORITY OF ITS DIRECTORS:)


SIGNATURE OF DIRECTOR

SHANE GOSLEM
NAME OF DIRECTOR
(BLOCK LETTERS)


SIGNATURE OF ~~DIRECTOR~~ SECRETARY

PAUL FERRARO
NAME OF ~~DIRECTOR~~ SECRETARY
(BLOCK LETTERS)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)

Registered



3.12.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 81 IN
D.P.280047

DP280047

(DOC.D)

Subdivision Certificate number : 082357

Date of Endorsement : 5.11.15

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

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

| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|-----|------------|-------------|-------------|------------|
| 82 | 39 | TOURNAMENT | STREET | RUTHERFORD |
| 83 | 41 | TOURNAMENT | STREET | RUTHERFORD |
| 84 | 43 | TOURNAMENT | STREET | RUTHERFORD |
| 85 | 34 | TOURNAMENT | STREET | RUTHERFORD |
| 86 | 29 | GRAND | PARADE | RUTHERFORD |
| 87 | 31 | GRAND | PARADE | RUTHERFORD |
| 88 | 33 | GRAND | PARADE | RUTHERFORD |
| 89 | 38 | TOURNAMENT | STREET | RUTHERFORD |
| 90 | 36 | TOURNAMENT | STREET | RUTHERFORD |
| 91 | 47 | TOURNAMENT | STREET | RUTHERFORD |
| 92 | 45 | TOURNAMENT | STREET | RUTHERFORD |
| 93 | 49 | TOURNAMENT | STREET | RUTHERFORD |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14227

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Registered



3.12.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 81 IN
D.P.280047

DP280047

(DOC.D)

Subdivision Certificate number : 082357
Date of Endorsement : 5.11.15

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

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

Mortgage under Mortgage No. AH 863862
Signed at CHARLESTOWN this 10th day
of NOVEMBER 2015 for National
Australia Bank Limited ABN 12 004 044 937
by GARRY NORMAN LILLY
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Signature of Witness/Bank Officer

PETER CURRAN

Print name of Witness/Bank Officer


Level 1, 6 Chapman Street
Charlestown, NSW 2290

Address of Witness/Bank Officer

Signature of Attorney (Level 2 Attorney)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Registered:  3.12.2015</p> <p>PLAN OF SUBDIVISION OF LOT 81 IN D.P.280047</p> <p>Subdivision Certificate number: <u>082357</u></p> <p>Date of endorsement: <u>5.11.15</u></p> <p>Name of Development (Optional)</p> <p style="text-align: center;">HERITAGE PARC</p> <p>WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i>.</p> <p>Any changes will be recorded in a replacement schedule.</p> <p>UPDATE NOTE (Approved Form 8)</p> <p>This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^</p> <p><small>* Strike through if inapplicable</small> <small>^ Insert registration date of previous schedule</small></p> | <p style="text-align: center;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP280047</p> <p style="text-align: right;">(DOC.D)</p> <p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A</p> <p>Address for Service of Notices</p> <p style="text-align: center;">1504 RACECOURSE ROAD RUTHERFORD NSW 2320</p> <p>VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, <u>Benjamin Playel</u> of <u>Playel Property Group</u> being a Valuer registered under the <i>Valuers Registration Act 1975</i>, certify that;</p> <p>*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^ <u>28.10.2015</u></p> <p>*(b) The unit entitlement shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ <u>28.10.2015</u> being the date of valuer's certificate lodged with the original initial schedule or the revised schedule.</p> <p>Signature: <u>[Signature]</u> Date: <u>5.11.2015</u></p> <p><small>* Strike through if inapplicable</small> <small>^ Insert registration date of previous schedule</small></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SCHEDULE OF UNIT ENTITLEMENT

THIS DOCUMENT CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT
WHICH REPLACES THE SCHEDULE REGISTERED ON 16TH MARCH 2015

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|-------------------|-------------|-----|------------------|-------------|
| 1 | PRECINCT PROPERTY | | 14 | 22 | |
| 2 | 22 | | 15 | 25 | |
| 3 | 22 | | 16 | 23 | |
| 4 | 22 | | 17 | 23 | |
| 5 | 22 | | 18 | 29 | |
| 6 | 23 | | 19 | 25 | |
| 7 | 23 | | 20 | 24 | |
| 8 | 22 | | 21 | 23 | |
| 9 | 22 | | 22 | 23 | |
| 10 | 21 | | 23 | 23 | |
| 11 | 21 | | 24 | 23 | |
| 12 | 21 | | 25 | 22 | |
| 13 | 22 | | 26 | 22 | |

If space is insufficient use additional annexure sheet - Plan Form 6A

Registered



3.12.2015

Office Use Only

Office Use Only

DP280047

PLAN OF SUBDIVISION OF LOT 81 IN
D.P.280047

(DOC.D)

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

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

Subdivision Certificate number : 08.2357

Date of Endorsement : 5.11.15

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|-----------------------------|--------------------------------|-------|-----------------------------|---------------------------------|
| 27 | 21 | | 61 | 21 | |
| 28 | 22 | | 62 | 23 | |
| 29 | 22 | | 63 | 23 | |
| 30 | 23 | | 64 | 22 | |
| 31 | 20 | | 65 | 22 | |
| 32 | 20 | | 66 | 22 | |
| 33 | 22 | | 67 | 24 | |
| 34 | 22 | | 68 | 21 | |
| 35 | 22 | | 69 | 21 | |
| 36 | 22 | | 70 | 21 | |
| 37 | 21 | | 71 | 21 | |
| 38 | 20 | | 72 | 21 | |
| 39 | 20 | | 73 | 21 | |
| 40 | 20 | | 74 | 21 | |
| 41 | 23 | | 75 | 22 | |
| 42 | 22 | | 76 | 22 | |
| 43 | 21 | | 77 | 21 | |
| 44 | 22 | | 78 | 21 | |
| 45 | 21 | | 79 | DRAINAGE RESERVE | |
| 46 | 21 | | 80 | CONVERTED TO LOT 1 | AJ324488 |
| 47 | 22 | | 81 | NOW LOTS 82-93 INCLUSIVE | SEE ADDITIONAL SHEETS 9 & 10 |
| 48 | 25 | | 82 | 23 | |
| 49 | 23 | | 83 | 18 | |
| 50 | 22 | | 84 | 21 | |
| 51 | 22 | | 85 | 22 | |
| 52 | 22 | | 86 | 22 | |
| 53 | 22 | | 87 | 23 | |
| 54 | 22 | | 88 | 23 | |
| 55 | 23 | | 89 | 22 | |
| 56 | NOW LOTS 57-81 INCLUSIVE | SEE ADDITIONAL SHEETS 5 & 6 | 90 | 23 | |
| 57 | 21 | | 91 | 22 | |
| 58 | 23 | | 92 | 22 | |
| 59 | 24 | | 93 | 14.79 | |
| 60 | 22 | | TOTAL | 3400 | |



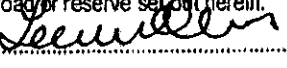
HISTORICAL FILE:

SEE ADMINISTRATION SHEETS 6-8 (DOC.E)

If space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 8⁹ sheet(s)

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Registered:  1.4.2016 Title System: TORRENS Purpose: SUBDIVISION | Office Use Only DP280047 (DOC.E) |
| PLAN OF SUBDIVISION OF LOT 93 AND EASEMENT WITHIN LOT 1 IN D.P.280047 | LGA: MAITLAND Locality: RUTHERFORD Parish: GOSFORTH County: NORTHUMBERLAND |
| Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: | Survey Certificate NIGEL DELFS I, of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on *(b) The part of the land shown in the plan (*being/*excluding^ Lots 94-111) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> is accurate and the survey was completed on 23rd December 2015 the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012 Signature:  Dated: 25/1/16 Surveyor ID: 8232 Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level - Undulating / *Steep - Mountainous * Strike through if inapplicable ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. |
| Subdivision Certificate I, Leanne Harris *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: Maitland City Council Date of endorsement: 26 2 16 Subdivision Certificate number: 082357 File number: DA08 2357 *Strike through if inapplicable | Plans used in the preparation of survey/compilation D.P.270823 D.P.280047 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 15171 |
| Signatures, Seals and Section 88B Statements should appear on | |

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of ~~8~~⁹ sheet(s)

Registered



1.4.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 93 AND
EASEMENT WITHIN LOT 1 IN D.P.280047

DP280047

(DOC.E)

Subdivision Certificate number : 082357

Date of Endorsement : 26.2.16

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

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

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

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (AT)
2. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4.75 WIDE (AV)
3. RESTRICTIONS ON THE USE OF LAND

EXECUTED BY HERITAGE PARC PTY LIMITED ACN 102 592 236 IN)
ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS ACT)
2001 (CTH) BY AUTHORITY OF ITS DIRECTORS:)

SIGNATURE OF DIRECTOR

SIGNATURE OF DIRECTOR

BRIAN SWAINE

NAME OF DIRECTOR
(BLOCK LETTERS)

SHANE BOSLEM

NAME OF DIRECTOR
(BLOCK LETTERS)

If space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 9 sheet(s)

Registered



1.4.2016

Office Use Only

Office Use Only

DP280047

(DOC.E)

PLAN OF SUBDIVISION OF LOT 93 AND
EASEMENT WITHIN LOT 1 IN D.P.280047

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

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

Subdivision Certificate number : 082357
Date of Endorsement : 26.2.16

| Lot | Street No. | Street | Locality |
|-----|------------|-------------------|------------|
| 94 | 49 | Tournament Street | Rutherford |
| 95 | 51 | Tournament Street | Rutherford |
| 96 | 53 | Tournament Street | Rutherford |
| 97 | 55 | Tournament Street | Rutherford |
| 98 | 57 | Tournament Street | Rutherford |
| 99 | 59 | Tournament Street | Rutherford |
| 100 | 61 | Tournament Street | Rutherford |
| 101 | 63 | Tournament Street | Rutherford |
| 102 | 52 | Tournament Street | Rutherford |
| 103 | 50 | Tournament Street | Rutherford |
| 104 | 48 | Tournament Street | Rutherford |
| 105 | 46 | Tournament Street | Rutherford |
| 106 | 44 | Tournament Street | Rutherford |
| 107 | 42 | Tournament Street | Rutherford |
| 108 | 40 | Tournament Street | Rutherford |
| 109 | 35 | Grand Parade | Rutherford |
| 110 | 37 | Grand Parade | Rutherford |
| 111 | 39 | Grand Parade | Rutherford |
| 112 | 41 | Grand Parade | Rutherford |

If space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of ⁹ sheet(s)

Registered



1.4.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 93 AND
EASEMENT WITHIN LOT 1 IN D.P.280047

DP280047

(DOC.E)

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

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

Subdivision Certificate number :

082357

Date of Endorsement :

26.2.16

Mortgage under Mortgage No. **AH863862**)
 Signed at **CHARLESTOWN** this **9th** day)
 of **MARCH** 20**16** for National)
 Australia Bank Limited ABN)
 by **GARRY NORMAN GREEN**)
 its duly appointed Attorney under Power of)
 Attorney No. **39** Book **4512**)

Signature of Witness/Bank Officer

PETER CURRAN

Print name of Witness/Bank Officer

Level 1, 6 Chapman Street
 Charlestown, NSW 2290

Address of Witness/Bank Officer

Signature of Attorney (Level 2 Attorney)

If space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of ⁹ sheet(s)

Registered



1.4.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 93 AND
EASEMENT WITHIN LOT 1 IN D.P.280047

DP280047

(DOC.E)

Subdivision Certificate number : 082357

Date of Endorsement : 26.2.16

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

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

EXECUTED BY AUSGRID

Signed sealed and delivered for and on behalf of Ausgrid by its Attorney,
pursuant to Power of Attorney Registered 5001/2010
declares that he/she has not received any notice of revocation of same.
In the presence of:

Ingrid Blume
Signature of Witness

Ingrid Blume
Name of Witness

[Signature]
Signature of Attorney

Name of Attorney
Manager - Property & Fleet

570 GEORGE ST
SYDNEY NSW 2000

If space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 8 sheet(s)

Registered:



1.4.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 93 AND
EASEMENT WITHIN LOT 1 IN D.P.280047

DP280047

(DOC.E)

Subdivision Certificate number: 082357

Date of endorsement: 26.2.16

Signatures and Consents, a schedule of lots and addresses and
statements relating to a section 88B instrument should be provided on
Plan Form 6A

Name of Development (Optional)

HERITAGE PARC

Address for Service of Notices

1504 RACECOURSE ROAD
RUTHERFORD NSW 2320

WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for
the Community, Precinct or Neighbourhood Scheme which is
liable to be altered, as the scheme is developed or on
completion of the scheme, in accordance with the provisions of
section 30 *Community Land Development Act 1989*.

Any changes will be recorded in a replacement schedule.

UPDATE NOTE (Approved Form 8)

This document contains an "updated"/revised Schedule of Unit
Entitlements and replaces the existing schedule registered on

^ 3/12/15

* Strike through if anapplicable

^ Insert registration date of previous schedule

VALUER'S CERTIFICATE (Approved Form 9)

I, Benjamin Player
of Player Property Group
being a Valuer registered under the *Valuers Registration Act*
1975, certify that;

*(a) The unit entitlements shown in the schedule herewith are
based upon valuations made by me on ^ 4.11.2015

*(b) The unit entitlement shown in the schedule herewith, for the
new lots created by the subdivision, are based upon their
market value on ^ 4.11.2015 being the date of
valuer's certificate lodged with the original initial schedule
or the revised schedule.

Signature: [Signature] Date: 2.3.2016

* Strike through if anapplicable

^ Insert registration date of previous schedule

SCHEDULE OF UNIT ENTITLEMENT

THIS DOCUMENT CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT
WHICH REPLACES THE SCHEDULE REGISTERED ON 3RD DECEMBER 2015

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|-------------------|-------------|-----|------------------|-------------|
| 1 | PRECINCT PROPERTY | | 14 | 22 | |
| 2 | 22 | | 15 | 25 | |
| 3 | 22 | | 16 | 23 | |
| 4 | 22 | | 17 | 23 | |
| 5 | 22 | | 18 | 29 | |
| 6 | 23 | | 19 | 25 | |
| 7 | 23 | | 20 | 24 | |
| 8 | 22 | | 21 | 23 | |
| 9 | 22 | | 22 | 23 | |
| 10 | 21 | | 23 | 23 | |
| 11 | 21 | | 24 | 23 | |
| 12 | 21 | | 25 | 22 | |
| 13 | 22 | | 26 | 22 | |

If space is insufficient use additional annexure sheet - Plan Form 6A

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 8⁹ sheet(s)

Registered



1.4.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 93 AND
EASEMENT WITHIN LOT 1 IN D.P.280047

DP280047

(DOC.E)

Subdivision Certificate number :082357
Date of Endorsement :26.2.16

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

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

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|-----------------------------|--------------------------------|-----|------------------------------|----------------------------------|
| 27 | 21 | | 61 | 21 | |
| 28 | 22 | | 62 | 23 | |
| 29 | 22 | | 63 | 23 | |
| 30 | 23 | | 64 | 22 | |
| 31 | 20 | | 65 | 22 | |
| 32 | 20 | | 66 | 22 | |
| 33 | 22 | | 67 | 24 | |
| 34 | 22 | | 68 | 21 | |
| 35 | 22 | | 69 | 21 | |
| 36 | 22 | | 70 | 21 | |
| 37 | 21 | | 71 | 21 | |
| 38 | 20 | | 72 | 21 | |
| 39 | 20 | | 73 | 21 | |
| 40 | 20 | | 74 | 21 | |
| 41 | 23 | | 75 | 22 | |
| 42 | 22 | | 76 | 22 | |
| 43 | 21 | | 77 | 21 | |
| 44 | 22 | | 78 | 21 | |
| 45 | 21 | | 79 | DRAINAGE RESERVE | |
| 46 | 21 | | 80 | CONVERTED TO LOT 1 | AJ324488 |
| 47 | 22 | | 81 | NOW LOTS 82-93 INCLUSIVE | SEE ADDITIONAL SHEETS 9 & 10 |
| 48 | 25 | | 82 | 23 | |
| 49 | 23 | | 83 | 20 | |
| 50 | 22 | | 84 | 21 | |
| 51 | 22 | | 85 | 22 | |
| 52 | 22 | | 86 | 22 | |
| 53 | 22 | | 87 | 23 | |
| 54 | 22 | | 88 | 23 | |
| 55 | 23 | | 89 | 22 | |
| 56 | NOW LOTS 57-81 INCLUSIVE | SEE ADDITIONAL SHEETS 7 & 8 | 90 | 23 | |
| 57 | 21 | | 91 | 22 | |
| 58 | 23 | | 92 | 22 | |
| 59 | 24 | | 93 | NOW LOTS 94-112 INCLUSIVE | SEE ADDITIONAL SHEETS 11 & 12 |
| 60 | 22 | | | | |

If space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of ~~8~~⁹ sheet(s)

Registered



1.4.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 93 AND
EASEMENT WITHIN LOT 1 IN D.P.280047

DP280047

(DOC.E)

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

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

Subdivision Certificate number : 082357

Date of Endorsement : 26.2.16

| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-------|------------------|-------------|
| 94 | 22 | |
| 95 | 22 | |
| 96 | 22 | |
| 97 | 22 | |
| 98 | 20 | |
| 99 | 22 | |
| 100 | 20 | |
| 101 | 23 | |
| 102 | 23 | |
| 103 | 21 | |
| 104 | 20 | |
| 105 | 20 | |
| 106 | 21 | |
| 107 | 22 | |
| 108 | 22 | |
| 109 | 23 | |
| 110 | 23 | |
| 111 | 22 | |
| 112 | 1089 | |
| TOTAL | 3400 | |

HISTORICAL FILE

SEE ADMINISTRATION SHEETS 4-6 (DOC. F)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15171

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 9 of 9 sheet(s)

Registered



1.4.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 93 AND
EASEMENT WITHIN LOT 1 IN D.P.280047

DP280047

(DOC.E)

Subdivision Certificate number : 08.2357

Date of Endorsement : 26.2.16

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

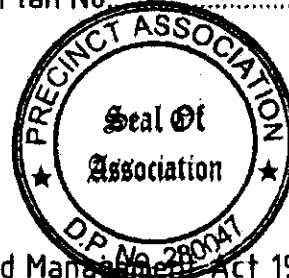
- A schedule of lots and addresses See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of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

The Precinct Association Deposited Plan No. 280047 certifies that on
23 MARCH 2016 it passed a unanimous resolution consenting to
the Plan and Section 88B Instrument

The common seal of the Precinct Association Deposited Plan No. 280047 was affixed
hereto on 23 MARCH 2016 in the presence of;

Shane Boslem

Signature



being the person authorised by section 8 Community Land Management Act 1989 to attest
the affixing of the seal.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15171

Registered:



21.2.2019

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 112
D.P.280047**

DP280047

(DOC.F)

Subdivision Certificate number : **082357**
Date of Endorsement : **18.12.18**

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (BA)
2. RESTRICTIONS ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND 0.5 WIDE (BB)

RELEASE:-

1. RIGHT OF ACCESS 6 WIDE (VIDE D.P.270823)

EXECUTED BY HERITAGE PARC PTY LIMITED ACN 102 592 236 IN)
ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS ACT)
2001 (CTH) BY AUTHORITY OF ITS DIRECTORS:)

SIGNATURE OF DIRECTOR

BRIAN SWAINE
Director

NAME OF DIRECTOR
(BLOCK LETTERS)

SIGNATURE OF DIRECTOR

PAUL FEHLBERG
Secretary

NAME OF DIRECTOR
(BLOCK LETTERS)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18247

Registered:



21.2.2019

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 112
D.P.280047**

DP280047

(DOC.F)

Subdivision Certificate number : 082357

Date of Endorsement : 18.12.18

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - See 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|-----|------------|-------------|-------------|------------|
| 113 | 41 | GRAND | PARADE | RUTHERFORD |
| 114 | 43 | GRAND | PARADE | RUTHERFORD |
| 115 | 45 | GRAND | PARADE | RUTHERFORD |
| 116 | 47 | GRAND | PARADE | RUTHERFORD |
| 117 | 54 | TOURNAMENT | STREET | RUTHERFORD |
| 118 | 65 | TOURNAMENT | STREET | RUTHERFORD |
| 119 | 67 | TOURNAMENT | STREET | RUTHERFORD |
| 120 | 4 | NEWFIELD | STREET | RUTHERFORD |
| 121 | 6 | NEWFIELD | STREET | RUTHERFORD |
| 122 | 8 | NEWFIELD | STREET | RUTHERFORD |
| 123 | 10 | NEWFIELD | STREET | RUTHERFORD |
| 124 | 12 | NEWFIELD | STREET | RUTHERFORD |
| 125 | 14 | NEWFIELD | STREET | RUTHERFORD |
| 126 | 16 | NEWFIELD | STREET | RUTHERFORD |
| 127 | 18 | NEWFIELD | STREET | RUTHERFORD |
| 128 | 18 | GRAND | PARADE | RUTHERFORD |
| 129 | 16 | GRAND | PARADE | RUTHERFORD |
| 130 | 14 | GRAND | PARADE | RUTHERFORD |
| 131 | 12 | GRAND | PARADE | RUTHERFORD |
| 132 | 10 | GRAND | PARADE | RUTHERFORD |
| 133 | 20 | GRAND | PARADE | RUTHERFORD |
| 134 | | | | RUTHERFORD |

Mortgage under Mortgage No **44 863862**)
 Signed at **CHARLESTOWN** this **21** day)
 of **DECEMBER** 20 **18** for National)
 Australia Bank Limited ABN **62 004 044 937**)
 by **GARRY NORMAN GREEN**)
 its duly appointed Attorney under Power of)
 Attorney No. **39** Book **4512**)

Signature of Witness/Bank Officer

PETER CURRAN


Print name of Witness/Bank Officer

Level 1, 6 Chapman Street
Charlestown, NSW 2290
 Address of Witness/Bank Officer

Signature of Attorney (Level 2 Attorney)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18247

| <p>Registered:  21.2.2019</p> <p>PLAN OF SUBDIVISION OF LOT 112 D.P.280047</p> | <p>Office Use Only</p> <h1 style="margin: 0;">DP280047</h1> <p>(DOC.F)</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------|------------------|-------------|------------------|-------------|---|-------------------|--|----|----|--|---|----|--|----|----|--|---|----|--|----|----|--|---|----|--|----|----|--|---|----|--|----|----|--|---|----|--|----|----|--|---|----|--|----|----|--|---|----|--|----|----|--|---|----|--|----|----|--|----|----|--|----|----|--|----|----|--|----|----|--|----|----|--|----|----|--|----|----|--|----|----|--|
| <p>Subdivision Certificate number: <u>082357</u></p> <p>Date of endorsement: <u>18.12.18</u></p> | <p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B Instrument should be provided on Plan Form 6A</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Name of Development (Optional)</p> <p style="text-align: center;">HERITAGE PARC</p> | <p>Address for Service of Notices</p> <p style="text-align: center;">1504 RACECOURSE ROAD RUTHERFORD NSW 2320</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.</p> <p>Any changes will be recorded in a replacement schedule.</p> | <p>VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, <u>Ben Player</u> of <u>Player Property Group</u>, being a qualified valuer, as defined in the Community Land Development Act 1989, certify that:</p> <p>*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^ 28.09.2018</p> <p>*(b) The unit entitlement shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ <u>28.09.2018</u> being the date of valuer's certificate lodged with the original initial schedule or the revised schedule.</p> <p>Signature: <u>Ben Player</u> Date: <u>21.12.2018</u></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>UPDATE NOTE (Approved Form 8)</p> <p>This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^</p> <p>* Strike through if anapplicable ^ Insert registration date of previous schedule</p> | <p>* Strike through if anapplicable ^ Insert registration date of previous schedule</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>INITIAL SCHEDULE OF UNIT ENTITLEMENT</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>LOT</th> <th>UNIT ENTITLEMENT</th> <th>SUBDIVISION</th> <th>LOT</th> <th>UNIT ENTITLEMENT</th> <th>SUBDIVISION</th> </tr> </thead> <tbody> <tr><td>1</td><td>PRECINCT PROPERTY</td><td></td><td>14</td><td>22</td><td></td></tr> <tr><td>2</td><td>22</td><td></td><td>15</td><td>25</td><td></td></tr> <tr><td>3</td><td>22</td><td></td><td>16</td><td>23</td><td></td></tr> <tr><td>4</td><td>22</td><td></td><td>17</td><td>23</td><td></td></tr> <tr><td>5</td><td>22</td><td></td><td>18</td><td>29</td><td></td></tr> <tr><td>6</td><td>23</td><td></td><td>19</td><td>25</td><td></td></tr> <tr><td>7</td><td>23</td><td></td><td>20</td><td>24</td><td></td></tr> <tr><td>8</td><td>22</td><td></td><td>21</td><td>23</td><td></td></tr> <tr><td>9</td><td>22</td><td></td><td>22</td><td>23</td><td></td></tr> <tr><td>10</td><td>21</td><td></td><td>23</td><td>23</td><td></td></tr> <tr><td>11</td><td>21</td><td></td><td>24</td><td>23</td><td></td></tr> <tr><td>12</td><td>21</td><td></td><td>25</td><td>22</td><td></td></tr> <tr><td>13</td><td>22</td><td></td><td>26</td><td>22</td><td></td></tr> </tbody> </table> <p style="text-align: center;">If space is insufficient use additional annexure sheet</p> | | LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION | 1 | PRECINCT PROPERTY | | 14 | 22 | | 2 | 22 | | 15 | 25 | | 3 | 22 | | 16 | 23 | | 4 | 22 | | 17 | 23 | | 5 | 22 | | 18 | 29 | | 6 | 23 | | 19 | 25 | | 7 | 23 | | 20 | 24 | | 8 | 22 | | 21 | 23 | | 9 | 22 | | 22 | 23 | | 10 | 21 | | 23 | 23 | | 11 | 21 | | 24 | 23 | | 12 | 21 | | 25 | 22 | | 13 | 22 | | 26 | 22 | |
| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | PRECINCT PROPERTY | | 14 | 22 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 22 | | 15 | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 22 | | 16 | 23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 22 | | 17 | 23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 22 | | 18 | 29 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 23 | | 19 | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 23 | | 20 | 24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | 22 | | 21 | 23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | 22 | | 22 | 23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | 21 | | 23 | 23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | 21 | | 24 | 23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | 21 | | 25 | 22 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | 22 | | 26 | 22 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Surveyor's Reference: 18247</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Registered:



21.2.2019

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 112
D.P.280047**

DP280047

(DOC.F)


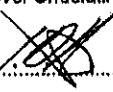
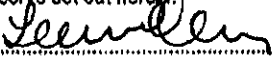
 Subdivision Certificate number : **082357**
 Date of Endorsement : **18.12.18**

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals - See 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|------------------|----------------|-----|--------------------|----------------|
| 27 | 21 | | 61 | 21 | |
| 28 | 22 | | 62 | 23 | |
| 29 | 22 | | 63 | 23 | |
| 30 | 23 | | 64 | 22 | |
| 31 | 20 | | 65 | 22 | |
| 32 | 20 | | 66 | 22 | |
| 33 | 22 | | 67 | 24 | |
| 34 | 22 | | 68 | 21 | |
| 35 | 22 | | 69 | 21 | |
| 36 | 22 | | 70 | 21 | |
| 37 | 21 | | 71 | 21 | |
| 38 | 20 | | 72 | 21 | |
| 39 | 20 | | 73 | 21 | |
| 40 | 20 | | 74 | 21 | |
| 41 | 23 | | 75 | 22 | |
| 42 | 22 | | 76 | 22 | |
| 43 | 21 | | 77 | 21 | |
| 44 | 22 | | 78 | 21 | |
| 45 | 21 | | 79 | DRAINAGE RESERVE | |
| 46 | 21 | | 80 | CONVERTED TO LOT 1 | AJ324488 |
| 47 | 22 | | 81 | NOW LOTS 82-93 | SEE ADDITIONAL |
| 48 | 25 | | | INCLUSIVE | SHEETS 9 & 10 |
| 49 | 23 | | 82 | 23 | |
| 50 | 22 | | 83 | 18 | |
| 51 | 22 | | 84 | 21 | |
| 52 | 22 | | 85 | 22 | |
| 53 | 22 | | 86 | 22 | |
| 54 | 22 | | 87 | 23 | |
| 55 | 23 | | 88 | 23 | |
| 56 | NOW LOTS 57-81 | SEE ADDITIONAL | 89 | 22 | |
| | INCLUSIVE | SHEETS 7 & 8 | 90 | 23 | |
| 57 | 21 | | 91 | 22 | |
| 58 | 23 | | 92 | 22 | |
| 59 | 24 | | 93 | NOW LOTS 94-112 | SEE ADDITIONAL |
| 60 | 22 | | | INCLUSIVE | SHEETS 11 & 12 |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18247

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| <p>Registered:  16.9.2019</p> <p>Title System: TORRENS</p> | <p>Office Use Only</p> <p>DP280047</p> <p>(DOC.G)</p> |
| <p>PLAN OF LOT 1 IN D.P.280047 AFTER CONVERSION OF LOT 133 D.P.280047 TO PRECINCT PROPERTY</p> | <p>LGA: MAITLAND</p> <p>Locality: RUTHERFORD</p> <p>Parish: GOSFORTH</p> <p>County: NORTHUMBERLAND</p> |
| <p>Survey Certificate</p> <p>I, <u>NIGEL DELFS</u> of <u>Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on or</p> <p>*(b) The part of the land shown in the plan ("being" excluding) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level/Undulating / *Slope/Mountainous.</p> <p>Signature:  Dated: 4/3/2019</p> <p>Surveyor Identification No: 8232</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p> | <p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p>Subdivision Certificate</p> <p>I, <u>LEANNE HARRIS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Maitland City Council</u></p> <p>Date of endorsement: <u>20.6.19</u></p> <p>Subdivision Certificate number: <u>52747 082357</u></p> <p>File number: <u>52747 DA082357</u></p> <p>* Strike through if inapplicable</p> |
| <p>Plans used in the preparation of survey/compilation.</p> <p>D.P.270823</p> <p>D.P.280047</p> <p>D.P.280071</p> | <p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> |
| <p>Surveyor's Reference: 18247</p> | <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> |

Registered:



21.2.2019

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 112
D.P.280047

DP280047

(DOC.F)

Subdivision Certificate number : 042357

Date of Endorsement : 18.12.18

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




- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|-------------------------------|----------------------------------|-------|------------------|-------------|
| 94 | 22 | | 113 | 22 | |
| 95 | 22 | | 114 | 22 | |
| 96 | 22 | | 115 | 22 | |
| 97 | 22 | | 116 | 21 | |
| 98 | 20 | | 117 | 21 | |
| 99 | 22 | | 118 | 21 | |
| 100 | 20 | | 119 | 21 | |
| 101 | 23 | | 120 | 22 | |
| 102 | 23 | | 121 | 22 | |
| 103 | 21 | | 122 | 21 | |
| 104 | 20 | | 123 | 21 | |
| 105 | 20 | | 124 | 21 | |
| 106 | 21 | | 125 | 21 | |
| 107 | 22 | | 126 | 22 | |
| 108 | 22 | | 127 | 21 | |
| 109 | 23 | | 128 | 24 | |
| 110 | 23 | | 129 | 24 | |
| 111 | 22 | | 130 | 25 | |
| 112 | NOW LOTS 113-134 INCLUSIVE | SEE ADDITIONAL SHEETS 13 & 14 | 131 | 25 | |
| | | | 132 | 19 | |
| | | | 133 | 1 | |
| | | | 134 | 650 | |
| | | | TOTAL | 3400 | |

HISTORICAL FILE - SEE ADMINISTRATION SHEETS 6-8 (DOC G)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18247

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| <p>Registered:  26.9.2019</p> <p>Title System: TORRENS</p> | <p>Office Use Only</p> <p>DP280047</p> <p>(DOC.G)</p> |
| <p>PLAN OF LOT 1 IN D.P.280047 AFTER CONVERSION OF LOT 133 D.P.280047 TO PRECINCT PROPERTY</p> | <p>LGA: MAITLAND</p> <p>Locality: RUTHERFORD</p> <p>Parish: GOSFORTH</p> <p>County: NORTHUMBERLAND</p> |
| <p>Survey Certificate</p> <p>I, <u>NIGEL DELFS</u> of <u>Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on of</p> <p>*(b) The part of the land shown in the plan ("being" excluding) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Sleep-Mountainous:</p> <p>Signature:  Dated: <u>4/3/2019</u></p> <p>Surveyor Identification No: <u>8232</u></p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p> | <p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p>Subdivision Certificate</p> <p>I, <u>LEANNE HARRIS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Maitland City Council</u></p> <p>Date of endorsement: <u>20.6.19</u></p> <p>Subdivision Certificate number: <u>52747 082357</u></p> <p>File number: <u>52747 DA082357</u></p> <p>* Strike through if inapplicable</p> |
| <p>Plans used in the preparation of survey/compilation.</p> <p>D.P.270823 D.P.280047 D.P.280071</p> | <p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> |
| <p>Surveyor's Reference: 18247</p> | <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> |

Registered:



16.9.2019

Office Use Only

Office Use Only

PLAN OF LOT 1 IN D.P.280047 AFTER
CONVERSION OF LOT 133 D.P.280047 TO
PRECINCT PROPERTY

DP280047

(DOC.G)

Subdivision Certificate number : 52747 082357

Date of Endorsement : 20.6.19

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - See 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED BY HERITAGE PARC PTY LIMITED ACN 102 592 236 IN)
ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS ACT)
2001 (CTH) BY AUTHORITY OF ITS DIRECTORS:)


SIGNATURE OF DIRECTOR

BRIAN SWAINE
NAME OF DIRECTOR
(BLOCK LETTERS)


SIGNATURE OF DIRECTOR

SHANE BOSLEM
NAME OF DIRECTOR
(BLOCK LETTERS)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18247

Registered:



16.9.2019

Office Use Only

Office Use Only

DP280047

PLAN OF LOT 1 IN D.P.280047 AFTER
CONVERSION OF LOT 133 D.P.280047 TO
PRECINCT PROPERTY

(DOC.G)

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number : 52747 082357

Date of Endorsement : 20.6.19

Mortgage under Mortgage No)
Signed at this day)
of 20 for National)
Australia Bank Limited ABN)
by)
its duly appointed Attorney under Power of)
Attorney No. Book)

Signature of Witness/Bank Officer

Signature of Attorney (Level Attorney)

Print name of Witness/Bank Officer

Address of Witness/Bank Officer

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18247

Registered:



16.9.2019

Office Use Only

Office Use Only

PLAN OF LOT 1 IN D.P.280047 AFTER
CONVERSION OF LOT 133 D.P.280047 TO
PRECINCT PROPERTY

DP280047

(DOC.G)

Subdivision Certificate number : 52747 D82351

Date of Endorsement : 20.6.19

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SIGNED FOR AND ON BEHALF OF PRECINCT ASSOCIATION D.P.280047

see sheet 5

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18247

Registered:



16.9.2019

Office Use Only

Office Use Only

DP280047

PLAN OF LOT 1 IN D.P.280047 AFTER
CONVERSION OF LOT 133 D.P.280047 TO
PRECINCT PROPERTY

(DOC.G)

Subdivision Certificate number : 52747 082357

Date of Endorsement : 20.6.19

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - See 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

The Consent Authority being The Council of Maitland City Council gives consent to;

(a) The conversion of lots 133 in D.P. 280047 to association property as shown on the plan herewith.

The consent authority is satisfied that the above action is not inconsistent with the conditions of any development consent and that any Development Contract has been amended accordingly.

Dated: 20.6.19
Application No: 52747 082357
Authorised Officer: LEANNE HARRIS
Signature: *Leanne Harris*

The Precinct Association Deposited Plan No. 280047 certifies that on 22nd May 2019 it passed a unanimous resolution consenting to the Conversion of Lot 133 in D.P.280047.

The Precinct Association Deposited Plan No. 280047 certifies that on 22nd May 2019 it passed a unanimous resolution agreeing to the schedule of unit entitlements shown in the document herewith.

The common seal of the Precinct Association Deposited Plan No. 280047 was affixed hereto on 22nd May 2019 in the presence of;

Shane Boslem

Signature: *Shane Boslem*


K. Taylor
Kerry Taylor
Branch Manager
BCS Newcastle



being the person authorised by section 8 Community Land Management Act 1989 to attest the affixing of the seal.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18247

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Registered:  16.9.2019 PLAN OF LOT 1 IN D.P.280047 AFTER CONVERSION OF LOT 133 D.P.280047 TO PRECINCT PROPERTY | <div style="text-align: right;">Office Use Only</div> <div style="text-align: center; font-size: 24pt; font-weight: bold;">DP280047</div> <div style="text-align: right;">(DOC.G)</div> |
| Subdivision Certificate number: <u>52747 082357</u> Date of endorsement: <u>20.6.18</u> | Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A |
| Name of Development (Optional) <div style="text-align: center;">HERITAGE PARC</div> | Address for Service of Notices <div style="text-align: center;">1504 RACECOURSE ROAD RUTHERFORD NSW 2320</div> |
| WARNING STATEMENT (Approved Form 7) This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i> . Any changes will be recorded in a replacement schedule. | VALUER'S CERTIFICATE (Approved Form 9) I, <u>Ben Playe</u> of <u>Playe Property Group</u> being a qualified valuer, as defined in the <i>Community Land Development Act 1989</i> , certify that; *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^ *(b) The unit entitlement shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^being the date of valuer's certificate lodged with the original initial schedule or the revised schedule. Signature: <u>[Signature]</u> Date: <u>22.5.2019</u> |
| UPDATE NOTE (Approved Form 8) This document contains an *updated/ revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^ <u>21/07/2019</u> * Strike through if inapplicable ^ Insert registration date of previous schedule | Signature: <u>[Signature]</u> Date: <u>22.5.2019</u> * Strike through if inapplicable ^ Insert registration date of previous schedule |

SCHEDULE OF UNIT ENTITLEMENT

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|-------------------|-------------|-----|------------------|-------------|
| 1 | PRECINCT PROPERTY | | 14 | 22 | |
| 2 | 22 | | 15 | 25 | |
| 3 | 22 | | 16 | 23 | |
| 4 | 22 | | 17 | 23 | |
| 5 | 22 | | 18 | 29 | |
| 6 | 23 | | 19 | 25 | |
| 7 | 23 | | 20 | 24 | |
| 8 | 22 | | 21 | 23 | |
| 9 | 22 | | 22 | 23 | |
| 10 | 21 | | 23 | 23 | |
| 11 | 21 | | 24 | 23 | |
| 12 | 21 | | 25 | 22 | |
| 13 | 22 | | 26 | 22 | |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18247

Registered:



16.9.2019

Office Use Only

Office Use Only

**PLAN OF LOT 1 IN D.P.280047 AFTER
CONVERSION OF LOT 133 D.P.280047 TO
PRECINCT PROPERTY**

DP280047

(DOC.G)

Subdivision Certificate number : 52747 082357Date of Endorsement : 20.6.18

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - See 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|-----------------------------|--------------------------------|-----|------------------------------|----------------------------------|
| 27 | 21 | | 61 | 21 | |
| 28 | 22 | | 62 | 23 | |
| 29 | 22 | | 63 | 23 | |
| 30 | 23 | | 64 | 22 | |
| 31 | 20 | | 65 | 22 | |
| 32 | 20 | | 66 | 22 | |
| 33 | 22 | | 67 | 24 | |
| 34 | 22 | | 68 | 21 | |
| 35 | 22 | | 69 | 21 | |
| 36 | 22 | | 70 | 21 | |
| 37 | 21 | | 71 | 21 | |
| 38 | 20 | | 72 | 21 | |
| 39 | 20 | | 73 | 21 | |
| 40 | 20 | | 74 | 21 | |
| 41 | 23 | | 75 | 22 | |
| 42 | 22 | | 76 | 22 | |
| 43 | 21 | | 77 | 21 | |
| 44 | 22 | | 78 | 21 | |
| 45 | 21 | | 79 | DRAINAGE RESERVE | |
| 46 | 21 | | 80 | CONVERTED TO LOT 1 | AJ324488 |
| 47 | 22 | | 81 | NOW LOTS 82-93 INCLUSIVE | SEE ADDITIONAL SHEETS 9 & 10 |
| 48 | 25 | | 82 | 23 | |
| 49 | 23 | | 83 | 18 | |
| 50 | 22 | | 84 | 21 | |
| 51 | 22 | | 85 | 22 | |
| 52 | 22 | | 86 | 22 | |
| 53 | 22 | | 87 | 23 | |
| 54 | 22 | | 88 | 23 | |
| 55 | 23 | | 89 | 22 | |
| 56 | NOW LOTS 57-81 INCLUSIVE | SEE ADDITIONAL SHEETS 7 & 8 | 90 | 23 | |
| 57 | 21 | | 91 | 22 | |
| 58 | 23 | | 92 | 22 | |
| 59 | 24 | | 93 | NOW LOTS 94-112 INCLUSIVE | SEE ADDITIONAL SHEETS 11 & 12 |
| 60 | 22 | | | | |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18247

Registered:



16.9.2019

Office Use Only

Office Use Only

**PLAN OF LOT 1 IN D.P.280047 AFTER
CONVERSION OF LOT 133 D.P.280047 TO
PRECINCT PROPERTY**

DP280047

(DOC.G)

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number : 52747 082357

Date of Endorsement : 20.6.18

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|-------------------------------|----------------------------------|-------|--------------------|-------------|
| 94 | 22 | | 113 | 22 | |
| 95 | 22 | | 114 | 22 | |
| 96 | 22 | | 115 | 22 | |
| 97 | 22 | | 116 | 21 | |
| 98 | 20 | | 117 | 21 | |
| 99 | 22 | | 118 | 21 | |
| 100 | 20 | | 119 | 21 | |
| 101 | 23 | | 120 | 22 | |
| 102 | 23 | | 121 | 22 | |
| 103 | 21 | | 122 | 21 | |
| 104 | 20 | | 123 | 21 | |
| 105 | 20 | | 124 | 21 | |
| 106 | 21 | | 125 | 21 | |
| 107 | 22 | | 126 | 22 | |
| 108 | 22 | | 127 | 21 | |
| 109 | 23 | | 128 | 24 | |
| 110 | 23 | | 129 | 24 | |
| 111 | 22 | | 130 | 25 | |
| 112 | NOW LOTS 113-134 INCLUSIVE | SEE ADDITIONAL SHEETS 13 & 14 | 131 | 25 | |
| | | | 132 | 19 | |
| | | | 133 | CONVERTED TO LOT 1 | |
| | | | 134 | 650 | |
| | | | TOTAL | 3400 | |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18247

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

ACT 1919

ePlan (DOC.1)

(Sheet 1 of 6 sheets)

Plan: DP280047

Subdivision of Lot 2 DP270823

**Full name and Address
 of the Registered Proprietor of Land:**

Heritage Parc Pty Limited ACN 102 592 236
 426 King Street
 NEWCASTLE NSW 2300

**Full name and Address
 of Mortgagee:**

National Australia Bank Pty Limited
 Suite 1, Level 1, 6 Chapman St
 Charlestown NSW 2290

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), Road(s), bodies or Prescribed Authorities. |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-------------------------------|----------------------------------------------------------------|
| 1 | Easement for Drainage of Water 1.5 and 2.2 Wide | 1 | 19, 20, 21, 22, 23, 24 |
| | | 16 | 15 |
| | | 17 | 15, 16, 18 |
| | | 20 | 19 |
| | | 21 | 19, 20 |
| | | 22 | 19, 20, 21 |
| | | 23 | 19, 20, 21, 22 |
| | | 24 | 19, 20, 21, 22, 23 |
| | | 25 | 26, 27, 28, 29, 30, 42 |
| | | 26 | 27, 28, 29, 30, 42 |
| | | 27 | 28, 29, 30 |
| | | 28 | 29, 30 |
| | | 29 | 30 |
| | | 33 | That part of Lot 56 designated (AG) on the plan |
| | | 34 | 33 and that part of Lot 56 designated (AG) on the plan |
| | | 35 | 33, 34 and that part of Lot 56 designated (AG) on the plan |
| | | 36 | 33, 34, 35 and that part of Lot 56 designated (AG) on the plan |
| | | 48 | 49 |

(Sheet 2 of 6 sheets)

Plan: DP280047

Subdivision of Lot 2 DP270823

Part 1 (Creation) (Continued)

| Number of item shown in the intention panel on the plan | Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), Road(s), bodies or Prescribed Authorities. |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------------------------------------------|
| 2 | Easement for Drainage of Water 3.5 | 41 41 | Council of the City of Maitland 48 and 49 |
| 3 | Right of Access 3.5 Wide | 41 48 | 48 41 |
| 4 | Easement for electricity and other purposes 3.3 Wide | 26 | Ausgrid ABN 67 505 337 385 |
| 5 | Easement for Drainage of Water 4 Wide | 1 56 | Council of the City of Maitland Council of the City of Maitland |
| 6 | Right of Access 5 wide | 56 | Council of the City of Maitland |
| 7 | Restriction on Use | 2 to 56 inclusive | 1 |
| 8 | Restriction on Use | 2, 25, 40, 41 and 48 | 1 |
| 9 | Restriction on Use | 19, 20, 21, 22, 23, 24, 48, 49, 50, 51, 52, 53, 54 and 55 | 1 |

Part 2 (Terms)

1. TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES NUMBERED 4 IN THE PLAN

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

2. TERMS OF RESTRICTION ON USE NUMBERED 7 IN THE PLAN

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or gransited Harditex provided that the proportion of brick and/or brick veneer and/or gransited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or gransited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.

This is Sheet 2 of a 6 Sheet Instrument – 11075DPA

(Sheet 3 of 6 sheets)

Plan: DP280047

Subdivision of Lot 2 DP270823

- (c) 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.
- (d) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Heritage Parc Pty Limited without the prior written consent of Heritage Parc Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Heritage Parc Pty Limited its successors or assigns and is doubled lapped and capped timber fence or a Colorbond metal fence finished in Grey Ridge Colorbond colour. In favour of any person dealing with the transferees Heritage Parc Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by Heritage Parc Pty Limited, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer than 6m to any street boundary except for corner lots where one fence can be erected on the boundary but only for half the length of that boundary.
- (g) No fence shall be erected or permitted to remain erected on any Lot burdened other than doubled lapped and capped timber fence or a Colorbond metal fence finished in Grey Ridge Colorbond colour.
- (h) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot.
- (j) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by Heritage Parc Pty Limited without the prior written consent of Heritage Parc Pty Limited.
- (k) 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 capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (l) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, and be used for residential purposes on any lot burdened.

3. TERMS OF RESTRICTION ON USE NUMBERED 8 IN THE PLAN

- (a) No lot burdened shall be allowed to gain access or egress from or to their lot directly off Victory Way.
- (b) No lot burdened shall be allowed to remove the lapped and capped timber fence from their common boundary with Victory Way and shall maintain this fence in a reasonable manner.

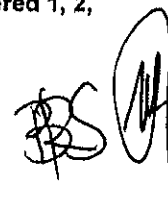
4. TERMS OF RESTRICTION ON USE NUMBERED 9 IN THE PLAN

- (a) No lot burdened shall be allowed to remove the hardwood and black powder coated aluminium fencing from their common boundary with Lot 1 and shall maintain this fencing in a reasonable manner.

Name of person or Authority empowered to release, vary or modify the easements numbered 1, 2, 3, 5 and 6 in the plan;

Maitland City Council

This is Sheet 3 of a 6 Sheet Instrument – 11075DPA

Handwritten signature and initials, possibly 'BS' and a stylized 'M' or 'A'.

Plan: DP280047

Subdivision of Lot 2 DP270823

Name of person or Authority empowered to release, vary or modify the easements numbered 4 in the plan;


Ausgrid

Name of person or Authority empowered to release, vary or modify the easements numbered 7, 8 and 9 in the plan;

Heritage Parc Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the Lot 1.

ACN 102 592 236

Executed by Heritage Parc Pty Limited in accordance with section 127 of the Corporations Act 2001 by:



Signature of Director

BRIAN SWAINE

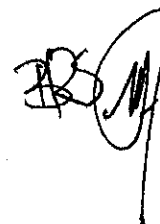
Print name of Director



Signature of Director/Secretary

PAUL FETHERBERG

Print name of Director/Secretary



(Sheet 5 of 6 sheets)

Plan: **DP280047**

Subdivision of Lot 2 DP270823

ABN 67 505 337 385

EXECUTED for and on behalf of AUSGRID by)
JOSEPH ANTHONY PIZZINGA, its)
duly constituted Attorney pursuant to Power of)
Attorney registered Book 4641 No. 639)
In the presence of:)

Attorney

Witness

Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

Address of Witness

(Sheet 6 of 6 sheets)

Plan: **DP280047**

Subdivision of Lot 2 DP270823

Mortgage under Mortgage No. **AH 863862**)
Signed at **CHARLESTOWN** this **14th** day)
of **MARCH** 20**14** for National)
Australia Bank Limited ABN)
by **GARRY NORMAN GREEN**)
its duly appointed Attorney under Power of)
Attorney No. **39** Book **4512**)

Signature of Witness/Bank Officer

PETER CURRAN

Print name of Witness/Bank Officer

**Level 1, 6 Chapman Street
Charlestown, NSW 2290**

Address of Witness/Bank Officer

Signature of Attorney (Level **3** Attorney)

Mortgage under Mortgage No. **AH 863862**
Signed at **CHARLESTOWN** this **14th** day of
MARCH 20**14** for National
Australia Bank Limited ABN **12 004 044 937**
by **GARRY NORMAN GREEN**
its duly appointed Attorney under Power of
Attorney No. **39** Book **4512**

Level **3** Attorney

Witness/Bank Officer

PETER CURRAN

**Level 1, 6 Chapman Street
Charlestown, NSW 2290**

**AUTHORISED OFFICER
MAITLAND CITY COUNCIL**

REGISTERED



9.5.2014

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

ePlan (DOC.2)
 (Sheet 1 of 4 sheets)

Plan: DP280047

Subdivision of Lot 56 DP280047

**Full name and Address
 of the Registered Proprietor of Land:**

Heritage Parc Pty Limited
 426 King Street
 NEWCASTLE NSW 2300

**Full name and Address
 of Mortgagee:**

National Australia Bank Pty Limited
 Suite 1, Level 1, 6 Chapman St
 Charlestown NSW 2290

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), Road(s), bodies or Prescribed Authorities. |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Easement for Drainage of Water 1.5 Wide | 59 62 63 68 69 72 71 70 75 81 | 58 58, 59 58, 59, 62 and 67 That part of Lot 81 designated (AN) on the plan 68 and that part of Lot 81 designated (AN) on the plan 73 73, 72 73, 72, 71 74 67 |
| 2 | Easement for Drainage of Water 3 Wide | 67 62 and 63 59 | Lots 200, 201 and 202 in DP 264378 Lot 108 in DP 262726 and Lots 200, 201 and 202 in DP 264378 Lots 107 and 108 in DP 262726 and Lots 200, 201 and 202 in DP 264378 |
| 3 | Easement for Drainage of Water 3.5 Wide | 63 | 58, 59, 62, 63 and 67 |
| 4 | Right of Access 3.5 Wide | 62 63 58 | 63 62 59 |

Handwritten signatures and initials.

ePlan (DOC.2)
 (Sheet 2 of 4 sheets)

Plan: **DP280047**

Subdivision of Lot 56 DP280047

| | | | |
|---|--------------------|--------------------|----|
| | | 59 | 58 |
| 5 | Restriction on Use | 57 to 78 inclusive | 1 |

*Restriction on the use of
Land*

Part 2 (Terms)

Restriction on the use of land

1. TERMS OF RESTRICTION ON USE NUMBERED 5 IN THE PLAN

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex provided that the proportion of brick and/or brick veneer and/or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) 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.
- (d) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Heritage Parc Pty Limited without the prior written consent of Heritage Parc Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Heritage Parc Pty Limited its successors or assigns and is doubled lapped and capped timber fence or a Colorbond metal fence finished in Grey Ridge Colorbond colour. In favour of any person dealing with the transferees Heritage Parc Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by Heritage Parc Pty Limited, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer than 6m to any street boundary except for corner lots where one fence can be erected on the boundary but only for half the length of that boundary.
- (g) No fence shall be erected or permitted to remain erected on any Lot burdened other than doubled lapped and capped timber fence or a Colorbond metal fence finished in Grey Ridge Colorbond colour.
- (h) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot.
- (j) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by Heritage Parc Pty Limited without the prior written consent of Heritage Parc Pty Limited.
- (k) 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 capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.

BS LM

ePlan (DOC.2)
(Sheet 3 of 4 sheets)

Plan: DP280047

Subdivision of Lot 56 DP280047

- (l) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, and be used for residential purposes on any lot burdened.

Name of person or Authority empowered to release, vary or modify the easements numbered 1, 2, 3 and 4 in the plan;

Maitland City Council

Name of person or Authority empowered to release, vary or modify the easements numbered 5 in the plan;

Heritage Parc Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter Lot 1 in DP 280047.

A.C.N. 102 592 236

Executed by Heritage Parc Pty Limited in
accordance with section 127 of the Corporations
Act 2001 by:


Signature of Director

BRIAN SWAINE
Print name of Director


Signature of Director/Secretary

Louise Medley
Print name of Director/Secretary

ePlan (DOC.2)
(Sheet 4 of 4 sheets)

Plan: DP280047

Subdivision of Lot 56 DP280047

Mortgage under Mortgage No **AH 863862**)
Signed at **CHARLESTOWN** this **6th** day)
of **JANUARY** 20**15** for National)
Australia Bank Limited ABN **12 004 044 937**)
by **LARA NORMAN LARSEN**)
its duly appointed Attorney under Power of)
Attorney No. **36** Book **4512**)



.....
Signature of Witness/Bank Officer

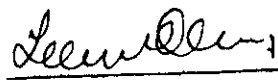
PETER CURRAN
ASSOCIATE

.....
Print name of Witness/Bank Officer

Level 1, 6 Chapman Street
Charlestown, NSW 2290

.....
Address of Witness/Bank Officer


.....
Signature of Attorney (Level **2** Attorney)


.....
AUTHORISED OFFICER
MAITLAND CITY COUNCIL

REGISTERED



23.2.2015

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

ePlan (DOC.3)

(Sheet 1 of 5 sheets)

Plan: DP280047

Subdivision of Lot 81 in D.P.280047

**Full name and Address
of the Registered Proprietor of Land:**

Heritage Parc Pty Limited
426 King Street
NEWCASTLE NSW 2300

**Full name and Address
of Mortgagee:**

National Australia Bank Pty Limited
Suite 1, Level 1, 6 Chapman St
Charlestown NSW 2290

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), Road(s), bodies or Prescribed Authorities. |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------------------------------------------------------------------------|
| 1 | Easement for Drainage of Water 1.5 Wide (AP) | 89 90 | That part of Lot 93 designated (AR) 89 and that part of Lot 93 designated (AR) |
| 2 | Easement for Signage 1 Wide (AQ) | 82 & 92 | 1 |
| 3 | Restrictions on the Use of Land | 82, 84 & 92 | 1 |
| 4 | Restrictions on the Use of Land | 82 to 92 inclusive | 1 |

Part 2 (Terms)

1. TERMS OF EASEMENT FOR SIGNAGE NUMBERED 2 IN THE PLAN

- (a) Full and free right for Heritage Parc Pty Limited and its employees, assigns and agents to have an entrance feature erected within the easement and enter upon the land so designated to undertake repairs, maintenance and like services for the continued maintenance of the entrance feature.
- (b) Except for the entrance feature at the date of registration of this instrument, no fence, landscaping or structure of any kind may be erected within the area designated on the plan (AQ) without the written permission of Heritage Parc Pty Limited.

2. TERMS OF RESTRICTIONS ON THE USE OF LAND NUMBERED 3 IN THE PLAN

- (a) No lot burdened shall be allowed to gain access or egress from or to their lot directly off Mountvale Road.
- (b) No lot burdened shall be allowed to remove the lapped and capped timber fence from their common boundary with Mountvale Road and shall maintain this fence in a reasonable manner.

ePlan (DOC.3)
(Sheet 2 of 5 sheets)

Plan: DP280047

Subdivision of Lot 81 DP280047

3. TERMS OF RESTRICTIONS ON USE THE USE OF LAND NUMBERED 4 IN THE PLAN

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex provided that the proportion of brick and/or brick veneer and/or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) 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.
- (d) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Heritage Parc Pty Limited without the prior written consent of Heritage Parc Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Heritage Parc Pty Limited its successors or assigns and is doubled lapped and capped timber fence or a Colorbond metal fence finished in Grey Ridge Colorbond colour. In favour of any person dealing with the transferees Heritage Parc Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by Heritage Parc Pty Limited, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer than 6m to any street boundary except for corner lots where one fence can be erected on the boundary but only for half the length of that boundary.
- (g) No fence shall be erected or permitted to remain erected on any Lot burdened other than doubled lapped and capped timber fence or a Colorbond metal fence finished in Grey Ridge Colorbond colour.
- (h) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot.
- (j) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by Heritage Parc Pty Limited without the prior written consent of Heritage Parc Pty Limited.
- (k) 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 capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (l) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, and be used for residential purposes on any lot burdened.

ePlan (DOC.3)

(Sheet 3 of 5 sheets)

Plan: DP280047

Subdivision of Lot 81 DP280047

Name of person or Authority empowered to release, vary or modify the easements numbered 1 and in the plan;

Maitland City Council

Name of person or Authority empowered to release, vary or modify the easements numbered 2, 3 & 4 in the plan;

Heritage Parc Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the Lot 1.


AUTHORISED OFFICER
MAITLAND CITY COUNCIL




ePlan (DOC.3)

(Sheet 4 of 5 sheets)

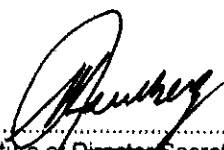
Plan: DP280047

Subdivision of Lot 81 DP280047

Executed by Heritage Parc Pty Limited in
accordance with section 127 of the Corporations
Act 2001 by:


.....
Signature of Director

SHANE DOOLEY
.....
Print name of Director


.....
Signature of Director/Secretary

PAUL KENNELBERG
.....
Print name of Director/Secretary

ePlan (DOC.3)
(Sheet 5 of 5 sheets)

Plan: DP280047

Subdivision of Lot 81 DP280047

Mortgage under Mortgage No **AH 863 862**)
Signed at **CHARLESTOWN** this **10th** day)
of **NOVEMBER** 20**15** for National)
Australia Bank Limited ABN 12 004 044 937)
by **LARRY NORMAN LIDEN**)
its duly appointed Attorney under Power of)
Attorney No. **39** Book **4512**)

.....
Signature of Witness/Bank Officer

PETER CURRAN

.....
Print name of Witness/Bank Officer

**Level 1, 6 Chapman Street
Charlestown, NSW 2290**

.....
Address of Witness/Bank Officer

.....
Signature of Attorney (Level 2 Attorney)

REGISTERED



3.12.2015

[Handwritten signature]

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

ePlan (DOC.4)
 (Sheet 1 of 6 sheets)

Plan: DP280047

Plan of Subdivision of Lot 93 and
 Easement within Lot 1 in D.P.280047

**Full name and Address
 of the Registered Proprietor of Land:**

Heritage Parc Pty Limited
 426 King Street
 NEWCASTLE NSW 2300

**Full name and Address
 of Mortgagee:**

National Australia Bank Pty Limited
 Suite 1, Level 1, 6 Chapman St
 Charlestown NSW 2290

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), Road(s), bodies or Prescribed Authorities. |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Easement for drainage of water 1.5 wide (AT) | 102 103 104 105 106 107 108 | That part of Lot 112 designated (AU) That part of Lot 112 designated (AU), 102 That part of Lot 112 designated (AU), 102, 103 That part of Lot 112 designated (AU), 102, 103, 104 That part of Lot 112 designated (AU), 102, 103, 104, 105 That part of Lot 112 designated (AU), 102, 103, 104, 105, 106 That part of Lot 112 designated (AU), 102, 103, 104, 105, 106, 107 |
| 2 | Easement for electricity & other purposes 4.75 wide (AV) | 1 | Ausgrid ABN 67 505 337 385 |
| 3 | Restrictions on the Use of Land | 94 to 111 inclusive | 1 |

ePlan (DOC.4)

(Sheet 2 of ⁷~~6~~ sheets)

Plan: DP280047

Plan of Subdivision of Lot 93 and
Easement Within Lot 1 D.P.280047

Part 2 (Terms)

1. TERMS OF EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4.75 WIDE NUMBERED 2 IN THE PLAN

An Easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "Easement for Electricity and Other Purposes" is taken to have the same meaning as "Easement for Electricity Works" in the memorandum.

2. TERMS OF RESTRICTIONS ON USE THE USE OF LAND NUMBERED 3 IN THE PLAN

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex provided that the proportion of brick and/or brick veneer and/or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) 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.
- (d) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Heritage Parc Pty Limited without the prior written consent of Heritage Parc Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Heritage Parc Pty Limited its successors or assigns and is doubled lapped and capped timber fence or a Colorbond metal fence finished in Grey Ridge Colorbond colour. In favour of any person dealing with the transferees Heritage Parc Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by Heritage Parc Pty Limited, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer than 6m to any street boundary except for corner lots where one fence can be erected on the boundary but only for half the length of that boundary.
- (g) No fence shall be erected or permitted to remain erected on any Lot burdened other than doubled lapped and capped timber fence or a Colorbond metal fence finished in Grey Ridge Colorbond colour.
- (h) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot.
- (j) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by Heritage Parc Pty Limited without the prior written consent of Heritage Parc Pty Limited.

ePlan (DOC.4)

(Sheet 3 of ⁷6 sheets)

Plan: DP280047

Plan of Subdivision of Lot 93 and
Easement Within Lot 1 D.P.280047

- (k) 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 capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (l) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, and be used for residential purposes on any lot burdened.

Name of person or Authority empowered to release, vary or modify the easements numbered 1 and in the plan;

Maitland City Council

Name of person or Authority empowered to release, vary or modify the easements numbered 2 and in the plan;


Ausgrid

Name of person or Authority empowered to release, vary or modify the easements numbered 3 in the plan;

Heritage Parc Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the Lot 1.

Executed by Heritage Parc Pty Limited in
accordance with section 127 of the Corporations
Act 2001 by:


.....
Signature of Director


.....
Print name of Director


.....
Signature of Director/Secretary


.....
Print name of Director/Secretary



ePlan (DOC.4)

(Sheet 4 of ⁷6 sheets)

Plan: DP280047

Plan of Subdivision of Lot 93 and
Easement Within Lot 1 D.P.280047

Mortgage under Mortgage No **AH 863862**)
Signed at ~~CHARLESTOWN~~ this **9th** day)
of **MARCH** 20**16** for National)
Australia Bank Limited ABN)
by **GARRY NORMAN GREEN**)
Its duly appointed Attorney under Power of)
Attorney No. **39** Book **452**)

.....
Signature of Witness/Bank Officer

PETER CURRAN

.....
Print name of Witness/Bank Officer

**Level 1, 6 Chapman Street
Charlestown, NSW 2290**

.....
Address of Witness/Bank Officer

.....
Signature of Attorney (Level **2** Attorney)



ePlan (DOC.4)

(Sheet 5 of ⁷~~6~~ sheets)

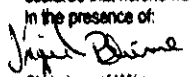
Plan: DP280047

Plan of Subdivision of Lot 93 and
Easement Within Lot 1 D.P.280047

EXECUTED BY AUSGRID

Signed sealed and delivered for and on behalf of Ausgrid by its Attorney,
pursuant to Power of Attorney Registered Book 4693 No 331 who
declares that he/she has not received any notice of revocation of same.

In the presence of:


Signature of Witness

INARIO BRUME
Name of Witness


Signature of Attorney

Name of Attorney
Manager - Property & Fleet

570 GEORGE STREET
SYDNEY NSW 2000



ePlan (DOC.4)

⁷
(Sheet 6 of 6 sheets)

Plan: DP280047

Plan of Subdivision of Lot 93 and
Easement Within Lot 1 D.P.280047

EXECUTED BY MAITLAND CITY COUNCIL



ePlan (DOC.4)

(Sheet 7 of 7 sheets)

Plan: DP280047

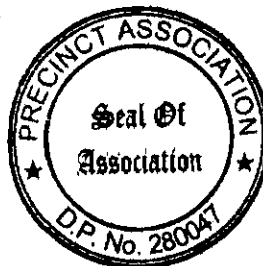
Plan of Subdivision of Lot 93 and
Easement Within Lot 1 D.P.280047

The Precinct Association Deposited Plan No.280047 certifies that on 23 MARCH 2016 it
passed a unanimous resolution consenting to the Plan and Section 88B Instrument.

The common seal of the Precinct Association Deposited Plan No.280047 was affixed hereto on 23 MARCH 2016
in the presence of;

Shane Boslem
.....

Signature.....



being the person authorised by section 8 Community Land Management Act 1989 to attest the affixing of
the seal.

REGISTERED



1.4.2016

ePlan

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

(Sheet 1 of 5 sheets)
 (DOC.5)

Plan: DP280047

Plan of Subdivision of Lot 112 D.P.280047 covered by
 Subdivision Certificate No. 082357

**Full name and Address
 of the Registered Proprietor of Land:**

Heritage Parc Pty Limited
 426 King Street
 NEWCASTLE NSW 2300

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), Road(s), bodies or Prescribed Authorities. |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------|
| 1 | Easement for Drainage of Water 1.5 Wide (BA) | 131 130 129 128 133 134 | 132 131,132 130,131,132 129,130,131,132 128,129,130,131,132 128,129,130,131,132, 133 |
| 2 | Restrictions on the use of land | 113-132 Inclusive | 1 |
| 3 | Restriction on the use of land 0.5 Wide (BB) | Part of Lots 116,117,119 & 120 | 1 |

Part 1A (Release)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), Road(s), bodies or Prescribed Authorities. |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------|
| 1 | Right of Access 6 Wide (vide D.P.270823) - (Doc. 2) | 112/280047 | 6/270823 |

Part 2 (Terms)

1. TERMS OF RESTRICTIONS ON USE THE USE OF LAND NUMBERED 2 IN THE PLAN

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex provided that the proportion of brick and/or brick veneer and/or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).

Plan: DP280047

Subdivision of Lot 112 in D.P.280047 covered
by Subdivision Certificate No. **082357**

(DOC.5)

- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) 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.
- (d) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Heritage Parc Pty Limited without the prior written consent of Heritage Parc Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Heritage Parc Pty Limited its successors or assigns and is doubled lapped and capped timber fence or a Colorbond metal fence finished in Grey Ridge Colorbond colour. In favour of any person dealing with the transferees Heritage Parc Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by Heritage Parc Pty Limited, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer than 6m to any street boundary except for corner lots where one fence can be erected on the boundary but only for half the length of that boundary.
- (g) No fence shall be erected or permitted to remain erected on any Lot burdened other than doubled lapped and capped timber fence or a Colorbond metal fence finished in Grey Ridge Colorbond colour.
- (h) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot.
- (j) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by Heritage Parc Pty Limited without the prior written consent of Heritage Parc Pty Limited.
- (k) 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 capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (l) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, and be used for residential purposes on any lot burdened.

2. TERMS OF RESTRICTIONS ON USE THE USE OF LAND NUMBERED 3 IN THE PLAN

No lot burdened shall be allowed to remove the lapped and capped or hardwood timber fencing from their boundary fronting Newfield Street and shall maintain this fencing in a reasonable manner.

Plan: DP280047

Subdivision of Lot 112 in D.P.280047 covered
by Subdivision Certificate No. **082857**

(DOC.5)

**Name of person or Authority empowered to release, vary or modify the easements numbered 1
and in the plan;**

Maitland City Council

**Name of person or Authority empowered to release, vary or modify the easements numbered 2 &
3 in the plan;**

Heritage Parc Pty Limited, during the period ending 3 years from the date of registration of this plan,
thereafter the Lot 1.

Executed by Heritage Parc Pty Limited in
accordance with section 127 of the Corporations
Act 2001 by:



Signature of Director

BRIAN SWAINE
Director

Print name of Director



Signature of ~~Director~~ Secretary

PAUL FEHLBERG
Secretary


Print name of ~~Director~~ Secretary

Plan: DP280047

Subdivision of Lot 112 in D.P.280047 covered
by Subdivision Certificate No. **082357**

(DOC.5)

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



Signature of delegate

LEANNE HARRIS

Name of delegate (BLOCK LETTERS)

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



Signature of Witness

KAREN SCHRODER

Name of Witness (BLOCK LETTERS)

285 HIGH STREET MAITLAND

Address of Witness (BLOCK LETTERS)

Plan: **DP280047**

Subdivision of Lot 112 in D.P.280047 covered
by Subdivision Certificate No. **082357**

(DOC.5)

Mortgage under Mortgage No **AH 863862**)
Signed at ~~CHARLESTOWN~~ this **21** day)
of ~~DECEMBER~~ **20 18** for National)
Australia Bank Limited ABN ~~12 004 044 937~~)
by **GARRY NORMAN GREEN**)
Its duly appointed Attorney under Power of)
Attorney No. **39** Book **4512**)

.....
Signature of Witness/Bank Officer

PETER CURRAN

.....
Print name of Witness/Bank Officer

**Level 1, 6 Chapman Street
Charlestown, NSW 2290**

.....
Address of Witness/Bank Officer

.....
Signature of Attorney (Level **2** Attorney)

REGISTERED



21.2.2019.

DP280047

ePlan

PRECINCT DEVELOPMENT CONTRACT

Precinct 1
Heritage Parc
RUTHERFORD

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

REGISTERED



9.5.2014

Page 1 of 9

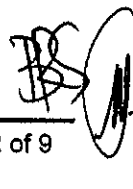
[Handwritten signatures and initials]

DP280047

ePlan

PRECINCT DEVELOPMENT CONTRACT INDEX

| | |
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| DESCRIPTION OF DEVELOPMENT | 4 |
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DP280047

ePlan

Form 27

COMMUNITY LAND DEVELOPMENT ACT 1989

PRECINCT DEVELOPMENT CONTRACT

WARNING

1. This contract contains details of a Community Scheme which is proposed to be developed on the land described in it. Interested persons are advised that the proposed scheme may be varied, but only in accordance with Section 16 of the Community Land Management Act.

(If the scheme forms part of a staged development, interested persons are advised of the possibility that the scheme may not be completed and may be terminated by order of the Supreme Court).

2. This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in the scheme and subsidiary schemes concerned. Attention is drawn in particular to the Precinct Management Statement registered at the Land Titles Office with this contract, which statement sets out the management rules governing the Precinct Scheme and provides details of the rights and obligations of lot owners under the scheme.
3. Further particulars about the details of the scheme are available in development consent dated 22 March 2011 No 08-2357 granted by the Maitland City Council.
4. The terms of this contract are binding on the original proprietor and any purchaser, lessee or occupier of a lot in the Precinct Scheme and any Subsidiary Scheme. In addition, the original proprietor covenants with the Precinct Association and with the subsequent proprietors jointly and with each of them severally to develop the land the subject of the Precinct Scheme in accordance with the development consent as modified or amended with the consent authority's approval from time to time.

DP280047

ePlan

PART 1

DESCRIPTION OF DEVELOPMENT

1. DESCRIPTION OF LAND

The land to be developed under the Community Scheme is the land contained in Certificate of Title 2/270823 being Lot 2 DP 270823.

2. DESCRIPTION OF THE AMENITIES PROPOSED TO BE PROVIDED

2.1 The original proprietor intends to subdivide the land by a Precinct Plan and create:-

- (a) Precinct lots;
- (b) Lots being Association Property; and
- (c) May be further subdivision Precinct Plans neighbourhood plans or by strata plans.

The community/precinct property may include a community building, passive and active open space, and facilities which may include, inter alia:-

- Cycle/walk ways;
- Stormwater treatment structures;
- Playing fields;
- Exercise circuit; and
- Children's play equipment.

2.2 The development will create residential allotments which will be accessed by a public road system. It is intended that the site will be subdivided by several Precinct Plans of subdivision. The majority of the site will be developed as standard residential allotments.

The road and lot layout for this development is shown in Plan A of the pictorial presentation.

It is intended to subdivide the site by at least three (3) stages:-

- Stage 1 will be in the Precinct Plan lots 2-55; and
- Stages 2 and 3 be subdivided by at least two (2) Precinct Plans of subdivision creating a further 99 Precinct lots.

Some of the above facilities may be created on Precinct Property, which will be available to be used by all members of the Community Scheme, and the Community Association will be responsible for the operation, management, and maintenance of such property.

In order to allow the abovementioned development to occur, it is intended at the inaugural meeting of the Precinct Association, the following unanimous resolutions are passed:-

DP280047

ePlan

- i. A resolution to convert all of the proposed open space lands to Precinct Property which will occur at different times during the development;
- ii. A resolution to allow for the creation/release of easements over Precinct Property which may be required by various authorities for the provision of access and services to the development;
- iii. A resolution to allow for a parcel of land to be severed from the Precinct Association in order to satisfy a requirement of a public authority. For example, Hunter Water may require that a sewerage pumping station be owned by the Corporation, but not part of the Precinct Scheme.
- iv. A resolution to allow for the creation/release of easements over parcels of land which would benefit the Precinct Association.
- v. A resolution to instruct the Precinct Association to provide written consent to allow any public utility service for the benefit of the estate to be constructed on Precinct Property.

The original proprietor may further divide precinct lots by neighbourhood plans or strata plans.

- 2.3 On the Association Property, the original proprietor intends to create open space, recreational facilities, stormwater facilities, and landscaped areas.
- 2.4 In order to create facilities described in Clause 2.3, the original proprietor proposes to create additional Association Property encompassing the land shown on the attached plan, marked A.
- 2.5 It may also be necessary to sever Association Property and create easements over Association Property for the purposes of providing services to the community land and Subsidiary Associations and the proprietors of community development lots and lots in subsidiary plans.
- 2.6 It is proposed that the Precinct Association passes resolutions in accordance with Sections 14, 15 and 35 of the Community Land Development Act to allow the creation/release of further Association Property, the severance of Association Property and the creation of easements.

3. DESCRIPTION OF THE BASIC ARCHITECTURAL DESIGN AND LANDSCAPING AND THEME

The development is designed as a residential estate featuring recreational facilities throughout landscaped open areas.

All landscaping will be in harmony with and complement the theme of the development and be compatible with existing environmental and ecological conditions and will comply with the architectural guidelines.



DP280047

ePlan

PART 2

ORIGINAL PROPRIETOR'S RIGHTS AND UNDERTAKING

The original proprietor and its contractors, sub-contractors, workmen, servants, agents and other authorised persons will have the following rights for the purpose of enabling the original proprietor to develop the land in accordance with this contract.

- (a) Access will be via public roads: Complete and unrestricted access by foot, motor vehicle, truck or earth moving machinery, is required over Association Property; and
- (b) Construction zones: The right to attach temporary offices, sheds, and depots and the right to install services of service lines on any part of the Association Property.

DETAILS OF WORKING HOURS

The hours during which the original proprietor may undertake or cause to be undertaken development activities are as follows:-

- (a) Monday to Friday: Between the hours 7:00am to 6:00pm and Saturdays between the hours 7.00am to 5.00pm except Christmas Day, Good Friday and any other Public Holiday; and
- (b) In the case of an emergency: At any time but subject to the original proprietor's undertaking set out below.

UNDERTAKING BY THE ORIGINAL PROPRIETOR TO REPAIR

The original proprietor undertakes:-

- (a) To use its best endeavours not to cause unreasonable inconvenience to proprietors of lots in the Precinct Plan by its development activities; and
- (b) To repair without delay any damage caused to Association Property by its development activities.



DP280047

ePlan

PART 3

SIGNATURES, CONSENTS AND APPROVALS

ACN 102 592 236

~~024 17 344 674 448~~

Executed by Heritage Parc Pty Limited in)
Accordance with Section 127 of the)
Corporations Act 2001)



Signature of ~~Sole Director/Sole~~ Secretary



DIRECTOR

PAUL FEHBERG

Name of ~~Sole Director/Sole~~ Secretary
(BLOCK LETTERS)

BRIAN SWAINE


CERTIFICATE OF APPROVAL

It is certified:-

- (a) That the consent authority has approved of the development described in Development Application No. 08-2357; and
- (b) That the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: 4.3.14

Signature on behalf of Maitland City Council:



DP280047

ePlan

PART 4

DEFINITIONS AND INTERPRETATION

The following words have these meanings in the Development Contract unless a contrary intention appears:-

ORIGINAL PROPRIETOR – Means Heritage Parc Pty Limited, its successors and assigns.

ASSOCIATION PROPERTY -- Has the same meaning as Association Property as defined in the Management Statement lodged with this contract.

COMMUNITY SCHEME – Has the same meaning as Community Scheme as defined in the Management Statement lodged with this contract.

COMMUNITY PLAN – Has the same meaning as Community Scheme as defined in the Management Statement lodged with this contract.

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

REGISTERED



9.5.2014

DP280047

PART 5

ePlan

PICTORIAL PRESENTATION

PRECINCT DEVELOPMENT CONTRACT CONCEPT PLAN

 TO BE CREATED AS COMMUNITY
OR PRECINCT ASSOCIATION
PROPERTY



DP280047

ePlan

PRECINCT MANAGEMENT STATEMENT

Precinct 1
Heritage Parc
RUTHERFORD

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

REGISTERED



9.5.2014

Page 1 of 19

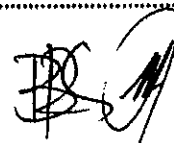
BS *Q*

DP280047

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PRECINCT MANAGEMENT STATEMENT INDEX

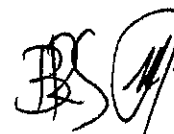
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FORM 29

COMMUNITY LAND DEVELOPMENT ACT 1989

COMMUNITY LAND MANAGEMENT ACT 1989

PRECINCT MANAGEMENT STATEMENT

WARNING

The terms of this Precinct Management Statement are binding on the Precinct Association and each person who is a proprietor, lessee, occupier and mortgagee in possession of a Precinct Lot within the Precinct Scheme.

This statement should be read in conjunction with the Community Management Statement of Community Association Deposited Plan 270823 which is binding upon the Precinct Scheme as a Subsidiary Body of the Community Scheme.

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PART 1 **BY-LAWS FIXING DETAILS OF DEVELOPMENT**

These By-Laws relate to the control and preservation of the essence or theme of the Precinct Scheme, and as such, may only be amended or revoked by a unanimous resolution of the Precinct Association in accordance with Section 17(2) of the Community Land Management Act 1989.

These By-Laws may relate to the control or preservation of the essence or theme of the development under the Precinct Scheme by specifying:-

- (a) Any provisions limiting occupants;
- (b) The architectural, building or landscaping styles to be permitted;
- (c) The kind of materials that may be used in buildings and other structures;
- (d) Any provisions requiring the specified Precinct Association property used only for particular purposes; and
- (e) Any other kind of restrictions.

BY-LAW 1: BY-LAWS 1-5 FROM COMMUNITY MANAGEMENT STATEMENT

- 1.1 By-Laws fixing details of development are By-Laws 1 to 5 inclusive in the Community Management Statement.
- 1.2 For the purposes of this By-Law in respect of this Precinct Association, a reference in By-Laws 1 to 5 inclusive in the Community Management Statement to the "Community Association" shall be read as a reference to the Precinct Association.



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PART 2
RESTRICTED PRECINCT PROPERTY

These By-Laws may not be amended during the initial period, except by order of the Supreme Court or the Tribunal, and may only be amended after the expiration of that initial period by special resolution and with the written consent of each person entitled by the By-Laws to use the restricted precinct property in accordance with Section 54 of the Community Land Management Act 1989.

BY-LAW 2: USE OF PRECINCT PROPERTY

- 2.1 In accordance with Section 54(4) of the Community Land Management Act, the use of the Precinct Property is restricted to:-
- (a) A proprietor/occupier of a Precinct Lot within the scheme to which this Precinct Management Statement relates;
 - (b) A proprietor/occupier of a Precinct Lot in future Precinct being part of the Community Scheme; and
 - (c) The Community Association.



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PART 3
MANDATORY MATTERS

BY-LAW 3: ACCESS WAY

- 3.1 No part of Precinct Property is designated or has been set apart as Open Access Way.
- 3.2 No part of Precinct Property is designated as or has been set apart as a Private Access Way.

BY-LAW 4: PRECINCT PROPERTY AND SPECIAL FEATURES

- 4.1 The Precinct Property comprises Precinct Lot 1.
- 4.2 All of the Precinct Property is to be managed and maintained by the Community Association in accordance with By-Law 38 of the Community Management Statement.
- 4.3 The Precinct Property can be used for recreational purposes between the hours of 7:00am and 10:00pm on any day.
- 4.4 In accordance with By-Law 38 of the Community Management Statement the Community Association will be responsible for the operation, maintenance and replacement of any of the Precinct Property.
- 4.5 In accordance with By-Law 38.3 of the Community Management Statement the Community Association will reimburse the Precinct Association for any insurance premium related to an insurance policy affecting the Precinct Property.

BY-LAW 5: INTERNAL FENCING

- 5.1 Subject to By-Law 5.2 and 5.5 the Dividing Fences Act, 1991 applies as between the following parts of the Precinct Parcel and the respective owners of those parts:-
 - (a) A Precinct Lot and another Precinct Lot save and except where a Precinct Lot is owned by the Original Proprietor.
- 5.2 A proprietor or occupier of a Lot must prior to erecting a fence obtain the consent of the Executive Committee and must ensure that the fence complies with any Fencing Requirements.
- 5.3 The Dividing Fences Act, 1991 does not apply as between the following parts of the Precinct Parcel and the respective owners of those parts:-
 - (a) Community Property and a Precinct Lot;
 - (b) Precinct Property and a Precinct Lot.
- 5.4 All internal fencing adjoining Community/Precinct Property, which is on the boundary or within 40 centimetres of the boundary of a Precinct Lot must be maintained and erected in accordance with any Fencing Requirements at the expense of the Lot adjoining

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Community/Precinct Property. This By-Law does not apply to retaining walls built for support and constructed on Community/Precinct Property, or fencing built within Community/Precinct Property, that does not adjoin a Lot, which must be maintained and repaired at the expense of the relevant Association.

- 5.5 The original proprietor shall not be called upon by any proprietor of a Precinct Lot to contribute to any fencing.
- 5.6 Any fencing erected on site must comply with the relevant guidelines referred to in By-Law 2 of the Community Management Statement.
- 5.7 No fence shall be erected on any Lot to divide it from any adjoining land owned by the original proprietor without the prior written consent of the original proprietor, its successor or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to the original proprietor, its successors or assigns and is a double lapped and capped timber fence or colourbond metal fence.

In favour of any person dealing with the transferees of the original proprietor, its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

BY-LAW 6: GARBAGE

- 6.1 All proprietors of Lots within the Precinct Parcel must store their garbage in approved containers and keep those garbage containers secure and hidden from view from outside the Lot until collection.
- 6.2 Proprietors and occupiers must ensure that garbage from their garbage bins is made available for collection by the Council in accordance with Council's requirements and ordinances relating to the disposal of garbage.

BY-LAW 7: STATUTORY SERVICES

- 7.1 No Services will be provided by the Precinct Association.
- 7.2 If a Service is provided after the registration of the Precinct Management Statement, the Community Association must submit a later prescribed diagram to the Precinct Association to enable the Precinct Association to:-
 - (a) Give its consent to the amendment if such consent is required; and
 - (b) Make available all necessary documents including the Certificate of Title for the Precinct Property to facilitate the registration of the amendment and thereafter, the Community Association must register the prescribed diagram.

BY-LAW 8: INSURANCE

- 8.1 The Precinct Association must review, on an annual basis:-
 - (a) All insurances effected by it; and
 - (b) The need for new or additional insurances.



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8.2 The Precinct Association must immediately:-

- (a) Effect new insurances; or
- (b) Vary or extend existing insurances.

If:-

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

to Precinct Property.

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

- (a) Void or prejudice insurance effected by the Precinct Association; or
- (b) Increase any insurance premium payable by the Precinct Association.

8.4 Reimbursement of the cost of the above insurances to the Precinct Association by the Community Association may occur in accordance with By-Law 11.5 of the Community Management Statement.

BY-LAW 9: PRECINCT EXECUTIVE COMMITTEE PROCEEDINGS CONSTITUTION

9.1 The Precinct Executive Committee of the Precinct Association must be established in accordance with Division 2 of Part 2 of the Management Act.

NOTICE BOARD

9.2 The Precinct Executive Committee may fix a notice board to some prominent part of the Precinct Property or the Community Noticeboard.

MEETINGS

9.3 The Precinct Executive Committee may, subject to By-Laws 9.8 and 9.9, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

NOTICE OF MEETINGS

9.4 The secretary or the member of the Precinct Executive Committee who convenes a meeting must if there is a notice board, for not less than 72 hours immediately before the Precinct Executive Committee holds a meeting, display on the notice board:-

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

9.5 If there is no noticeboard, the Secretary or the member of the Precinct Executive Committee who convenes a meeting, must not less than 72 hours immediately before the Precinct Executive Committee holds a meeting, provide each member of the Precinct Executive Committee with:-

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



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MEETING AGENDA

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

PLACE OF MEETINGS

- 9.8 Meetings may be held on the Precinct Parcel or such other place convenient for the members of the Precinct Executive Committee.

MEETING AT REQUEST OF MEMBERS

- 9.9 The Secretary or in the Secretary's absence any member of the Precinct Executive Committee must, at the request of not less than 1/3 of the members of the Precinct Executive Committee, convene a meeting within the period of time specified in the request or, if no time is specified, within 14 days of the making of the request.

OUT OF MEETING DETERMINATION

- 9.10 Where:-
- (a) By-Law 9.4 or 9.5 has been complied with in relation to a meeting;
 - (b) Each member of the Precinct Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
 - (c) The resolution has been approved in writing by a majority of members of the Precinct Executive Committee

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

RIGHT OF PROPRIETOR TO ATTEND MEETINGS

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

MINUTES OF MEETING

- 9.12 Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Precinct Association.

DISPLAY OF MINUTES

- 9.13 Subject to By-Law 9.15, the Precinct Executive Committee must, within seven (7) days after holding a meeting, display a copy of the minutes of that meeting on the noticeboard.
- 9.14 The minutes of a Precinct Executive Committee meeting must remain on a noticeboard in the Community Scheme for a period of least fourteen (14) days.

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- 9.15 If there is no noticeboard, the Precinct Executive Committee must, within seven (7) days after holding a meeting, provide a copy of the minutes of that meeting to all proprietors of Precinct Lots.

FUNCTIONS OF THE SECRETARY

- 9.16 The functions of the Secretary include:-

- (a) Preparing and distributing minutes of meetings of the Precinct Association and the Precinct Executive Committee;
- (b) Giving, on behalf of the Precinct Association and the Precinct Executive Committee, notices required to be given under the Management Act;
- (c) Maintaining the Precinct Association roll;
- (d) Supplying certificates in accordance with Clause 2 of Schedule 4 to the Management Act;
- (e) Answering communications addressed to the Precinct Association or the Precinct Executive Committee;
- (f) Convening meetings of the Precinct Executive Committee and the Precinct Association (other than the first Annual General Meeting);
- (g) Performing administrative or secretarial functions on behalf of the Precinct Association;
- (h) Performing administrative or secretarial functions on behalf of the Precinct Executive Committee; and
- (i) Keeping records under Part 3 of Schedule 1 to the Management Act.

FUNCTIONS OF THE TREASURER

- 9.17 The functions of the treasurer include:-

- (a) The functions set out in Section 36(1) and (2) of the Management Act;
- (b) Notifying proprietors of Precinct Lots of any contributions levied under the Management Act;
- (c) Receiving, acknowledging, banking and accounting for any money paid to the Precinct Association;
- (d) Preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of Clause 2 of Schedule 4 to the Management Act;
- (e) Keeping prescribed accounting records under Clause 10 of Schedule 1 to the Management Act;
- (f) Preparing financial statements under Clause 11 of Schedule 1 to the Management Act; and
- (g) Notifying proprietors of Precinct Lots of any contribution levied under this Precinct Management Statement and collecting such contribution.

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SUB-COMMITTEES

9.18 The Precinct Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:-

- (a) Conduct investigation;
- (b) Perform duties and functions on behalf of the Precinct Executive; and
- (c) Report the findings of the sub-committee to the Precinct Executive Committee.

NO REMUNERATION

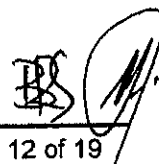
9.19 Members of the Precinct Executive Committee are not entitled to any remuneration for the performance of their functions but are entitled to reimbursements for reasonable out of pocket expenses incurred by them in the performance of the functions.

PROTECTION OF PRECINCT EXECUTIVE COMMITTEE MEMBERS FROM LIABILITY

9.20 No member of the Precinct Executive Committee shall be liable for any loss or damage occurred by reason of an act done in his capacity as a member of the Precinct Executive Committee except fraud or negligence on the part of that member.

DELEGATION OF DUTIES

9.21 In accordance with Section 50 of the Community Land Management Act, the Association may delegate the functions of Secretary and Treasurer to a managing agent.



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PART 4
OPTIONAL MATTERS

These are matters which may be included in accordance with Clause 3 of Schedule 3 of the Community Land Development Act 1989.

BY-LAW 10: NOISE CONTROL AND BEHAVIOUR

- 10.1 The proprietor or occupier of a Lot must not create any noise or behave in a manner which interferes or may interfere with the peaceful use and enjoyment of the proprietor or occupier of another Lot or any person lawfully using Association or Precinct Property.

BY-LAW 11: AERIAL AND HEATING AND COOLING EQUIPMENT

- 11.1 No proprietor or occupier of a Lot may, except with the approval of the Executive Committee of the Community Association and the Original Proprietor construct, install, attach or maintain:-
- (a) Any television, radio or other aerial antenna, dish or tower or any other transmitting or receiving device; or
 - (b) Any energy conservation equipment; or
 - (c) Any hot water systems, air conditioning systems including collector panels to the outside of any building on a Lot in a position on the Lot where it can be viewed from a public street.

BY-LAW 12: THINGS NOT IN KEEPING

- 12.1 The proprietor or occupier of a Lot must not, other than in accordance with the Architectural Standards, construct, install or maintain within a Lot anything which can be seen from outside the Lot which in the reasonable opinion of the Executive Committee, the Executive Committee of the Community Association or the Original Proprietor is not in keeping with the building on or the landscaped areas of the Lot.
- 12.2 The proprietor or occupier of a Lot must not hang any washing, towel, bedding, clothing, rug or other articles on the outside of a building on a Lot or on any other part of the Lot so that it may be seen from any roadway adjoining that Lot.
- 12.3 If an Authorised Person does not comply with the By-Laws then the proprietor or occupier must withdraw the consent of the person to be on the Precinct Property and request the person to leave the Precinct Property. The Executive Committee or the Managing Agent, if any, may exercise this power if the owner or occupier fails to do so.

BY-LAW 13: CLEANLINESS

- 13.1 The proprietor or occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.

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- 13.2 The Precinct Association may give notice to a proprietor or occupier of a Lot requiring him or her to comply with the terms of this By-Law.

BY-LAW 14: SIGNS

- 14.1 No proprietor or occupier of a Lot, other than the Original Proprietor may fix or place any sign on the outside of any building or on any structure erected on a Lot or on or adjacent to the surface of any building on a Lot or any building containing a Lot or any open space other than in accordance with the Architectural Standards or as required by any competent authority.

BY-LAW 15: NOTICES TO BE OBSERVED

- 15.1 A proprietor or occupier of a Precinct Lot must comply with the terms of any notice displayed on Precinct Property or given to that proprietor or occupier by the Association, a service provider or other relevant authority.

BY-LAW 16: INSTRUCTING CONTRACTORS

- 16.1 A proprietor or occupier of a Lot must not directly or indirectly instruct agents, employees or contractors of the Association unless authorised to do so by the Association.

BY-LAW 17: MOTOR VEHICLES

- 17.1 All persons using any motor vehicle in or about the Precinct must observe the provisions of By-Law 18 of the Community Management Statement.

BY-LAW 18: PRECINCT ASSOCIATION'S RIGHT TO CONTRACT

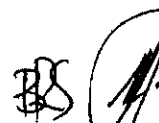
- 18.1 The Precinct Association may contract with persons to provide amenities or services to proprietors or occupiers of Precinct Lots if the Community Association does not do so, on behalf of the Precinct Association under Clause 19 of the Community Management Statement.

BY-LAW 19: PRECINCT ASSOCIATION'S RIGHT TO RECOVER MONEY

- 19.1 The Precinct Association may recover any money owing to it under the By-Laws as a debt.

BY-LAW 20: PRECINCT ASSOCIATION'S TRADING ACTIVITIES

- 20.1 The Precinct Association may not carry on a business or trading activity.



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BY-LAW 21: REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 21.1 A proprietor or occupier of a Precinct Lot must pay or reimburse the Precinct Association on demand for the costs, charges and expenses of the Precinct Association in connection with the contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier.
- 21.2 The costs, charges and expenses under By-Law 21.1 shall include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

BY-LAW 22: THINGS DONE AT PROPRIETOR'S OR OCCUPIER'S COST

- 22.1 Anything which a proprietor or occupier of a Precinct Lot is required to do under the By-Laws must be done at the cost of the proprietor or occupier.

BY-LAW 23: PRECINCT ASSOCIATION NOT LIABLE FOR DAMAGE

- 23.1 The Precinct Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause other than the negligence or fraud of the Precinct Association or any employee or agent of the Precinct Association.

BY-LAW 24: POWERS OF THE ORIGINAL PROPRIETOR

- 24.1 All powers, discretions and exemptions given to the original proprietor by the By-Laws set out in this Management Statement shall terminate upon the first to occur of the following events:-
- (a) The original proprietor ceases to be the proprietor of a Lot in the Community Scheme or any Subsidiary Scheme; or
 - (b) The original proprietor gives notice to the Community Association in writing that it relinquishes all of its powers, discretions and exemptions.
- 24.2 Upon the termination of the original proprietor's powers, discretions and exemptions, those powers, discretions and exemptions shall be exercised and held by the Community Association.
- 24.3 The Community Association may delegate any such power or discretion as it sees fit.

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PART 5
BY-LAW REQUIRED BY PUBLIC AUTHORITY

This part may specify By-Laws made at the request of a Public Authority. The By-Laws may provide that amendments may not be made without the consent of the Public Authority. For further details see Schedule 3 Clause 4.

BY-LAW 25: PUBLIC AUTHORITIES

- 25.1 The provisions of Community Management Statement By-Laws 40, 41, 42 and 43 apply to Precinct Association Property as if those provisions were set out herein

Handwritten signature and initials, possibly 'BS' and a stylized 'A' or 'L'.

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PART 6
DEFINITIONS, INTERPRETATION AND GENERAL

BY-LAW 26: DEFINITIONS, INTERPRETATION AND GENERAL

26.1 **ANNUAL GENERAL MEETING** means an Annual General Meeting of the Precinct Association other than the first Annual General Meeting.

AUTHORISED PERSON means a person on the Community Parcel with the consent express or implied of a proprietor or occupier of a Lot, the Community Association or a Subsidiary Body.

BY-LAW means a By-Law included in the Precinct Management Statement.

COMMUNITY ASSOCIATION means that Association referred to in the Warning Statement of the Precinct Management Statement that:-

- (a) Is constituted by Section 25 of the Development Act on registration of the Community Plan; and
- (b) Is established as a Community Association by Section 5 of the Management Act.

COMMUNITY DEVELOPMENT LOT means a lot in the Community Plan which is not Community Property, a public reserve or a drainage reserve and is not land that has become subject to a Subsidiary Scheme or a lot that has been severed from the Community Scheme.

COMMUNITY MANAGEMENT STATEMENT means that Community Management Statement referred to in the Warning Statement of the Precinct Management Statement and which is registered with the Community Plan.

COMMUNITY PARCEL means the land the subject of the Community Scheme.

COMMUNITY PLAN means Deposited Plan No.270823 referred to in the Warning Statement of the Precinct Management Statement.

COMMUNITY PROPERTY means Lot 1 in the Community Plan.

COMMUNITY SCHEME means:-

- (a) The subdivision of land by the Community Plan;
- (b) The subdivision of land in the Community Plan by a Precinct plan a neighbourhood plan or strata plan;
- (c) The proposals in any related development contract; and
- (d) The rights conferred, and the obligations imposed, by or under the Community Titles Legislation and the Strata Title Legislation in relation to the Community Association, Community Property, the Subsidiary Schemes and persons having interests in, or occupying Lots.



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COMMUNITY TITLE LEGISLATION means the Development Act, the Management Act and cognate legislation.

COUNCIL means the Port Maitland City Council.

DEVELOPMENT ACT means the Community Land Development Act 1989 and regulations made under it.

GENERAL MEETING means an Annual General Meeting or a Special General Meeting or a Special General Meeting of the Precinct Association.

LOT means a Community Development Lot, a Precinct Lot, a Neighbourhood Lot or a Strata Lot in the community Scheme.

MANAGEMENT ACT means the Community Land Management Act 1989 and regulations made under it.

ORIGINAL PROPRIETOR means Heritage Parc Pty Ltd.

PRECINCT ASSOCIATION means the corporation that:-

- (a) Is constituted by Section 25 of the Development Act or the registration of the Precinct Plan; and
- (b) Is established as a Precinct Association by Section 7 of the Management Act.

PRECINCT EXECUTIVE COMMITTEE means the Executive Committee of the Precinct Association as constituted or elected from time to time under the Management Act.

PRECINCT LOT means land that is a Lot in the Precinct Plan but is not Precinct Property, a public reserve or a drainage reserve.

PRECINCT PLAN means Deposited Plan No.

PRECINCT PROPERTY means the Lot shown as Lot 1 in the Precinct Plan.

PRECINCT SCHEME means:-

- (a) The subdivision of land by the Precinct Plan;
- (b) The proposal in the related development contract; and
- (c) The rights conferred, and the obligations implied, by or under the Community Titles Legislation in relation to the Precinct Association, Precinct Property and the proprietors and other persons having interest in, or occupying Precinct Lots.

TRIBUNAL means the Consumer, Trader and Tenancy Tribunal constituted under the Consumer, Trader and Tenancy Tribunal Act 2001



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SIGNATURES, CONSENTS AND APPROVALS

ACN 102 592 236

~~ABN 17 344 179 498~~

Executed by Heritage Parc Pty Limited in
Accordance with Section 127 of the
Corporations Act 2001



Signature of ~~Sole Director/Sole~~ Secretary



Director

PAUL FEHLBERG

Name of ~~Sole Director/Sole~~ Secretary
(BLOCK LETTERS)

BRIAN SWAINE

CERTIFICATE OF APPROVAL

It is certified:-

- (a) That the consent authority has approved of the development described in Development Application No. 08-2357; and
- (b) That the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: 4.3.14

Signature on behalf of Maitland City Council:



TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

REGISTERED



9.5.2014



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/280047

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|----------|
| 15/8/2019 | 10:24 AM | 3 | 1/4/2016 |

LAND

THE PRECINCT PROPERTY WITHIN LOT 1 IN PRECINCT PLAN DP280047
AT RUTHERFORD
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP280047

FIRST SCHEDULE

PRECINCT ASSOCIATION DP280047
ADDRESS FOR SERVICE OF DOCUMENTS:
HERITAGE PARC
1504 RACECOURSE ROAD
RUTHERFORD
NSW 2320

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE PRECINCT SCHEME FILED WITH THE PRECINCT PLAN
- 3 THIS PRECINCT SCHEME FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270823
- 4 DP280047 EASEMENT FOR DRAINAGE OF WATER 1.5 & 2.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 5 DP280047 EASEMENT FOR DRAINAGE OF WATER 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 6 DP280047 RIGHT OF ACCESS 5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM. (DOC.1)
- 7 AJ324488 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 80 IN DP280047.
- 8 DP280047 EASEMENT FOR SIGNAGE 1 METRE(S) WIDE (AQ) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.3)
- 9 DP280047 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4.75 METRE(S) WIDE (AV) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP280047 (DOC.4)
- * 10 DP1252501 EASEMENT FOR SIGNAGE 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/280047

PAGE 2

NOTATIONS

DP280047 NOTE: REGISTERED 23.2.2015. SUBDIVIDES LOT 56 INTO LOTS
57-81 IN DP280047
DP280047 NOTE: REGISTERED 16.3.2015. CONVERSION OF LOT 80 TO
ASSOCIATION PROPERTY
DP280047 NOTE: REGISTERED 3.12.2015. SUBDIVIDES LOT 81 INTO LOTS
82-92 IN DP280047
DP280047 NOTE: REGISTERED 1.4.2016. SUBDIVIDES LOT 93 INTO LOTS
94-112 IN DP280047
DP280047 NOTE: REGISTERED 21.2.2019. SUBDIVIDES LOT 112 INTO LOTS
113-134 IN DP280047

UNREGISTERED DEALINGS: DP280047.

*** END OF SEARCH ***

19/1736

PRINTED ON 15/8/2019

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Received: 15/08/2019 10:24:49



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270823

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|------------|
| 15/8/2019 | 10:24 AM | 2 | 29/11/2016 |

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270823
AT RUTHERFORD
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP270823

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270823
ADDRESS FOR SERVICE OF DOCUMENTS:
HERITAGE PARC
1504 RACECOURSE ROAD
RUTHERFORD
NSW 2320

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
AK750827 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 16.3
REPEALED. SEE ANNEXURE 'A' OF THE MANAGEMENT STATEMENT
- 3 DP836843 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
O679693 VARIATION OF EASEMENT DP836843
- 4 DP869834 RIGHT OF CARRIAGEWAY 24 METRE(S) WIDE APPURTENANT TO THE PART OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 5 DP869834 EASEMENT FOR DRAINAGE OF WATER 20 METRE(S) WIDE APPURTENANT TO THE PART OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 6 DP869834 EASEMENT FOR DRAINAGE OF WATER 5 METRE(S) WIDE APPURTENANT TO THE PART OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 7 DP871817 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE (A) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP871817 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE APPURTENANT TO THE PART OF THE LAND SHOWN SO BENEFITED

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270823

PAGE 2

SECOND SCHEDULE (9 NOTIFICATIONS) (CONTINUED)

IN THE TITLE DIAGRAM
9 DP270823 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.1)

NOTATIONS

DP280047 NOTE: REGISTERED 9.5.2014. SUBDIVIDES LOT 2 IN DP270823 INTO
LOTS 1-56 IN DP280047
DP270823 NOTE: REGISTERED 24.11.2016. SUBDIVIDES LOT 3 INTO LOTS 5-9
IN DP270823
DP280071 NOTE: REGISTERED 24.11.2016. SUBDIVIDES LOT 5 IN DP270823
INTO LOTS 1-21 IN DP280071
DP270823 NOTE: REGISTERED 29.1.2018. SUBDIVIDES LOT 7 INTO LOTS 10-12
IN DP270823

UNREGISTERED DEALINGS: DP270823.

*** END OF SEARCH ***

19/1736

PRINTED ON 15/8/2019

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Received: 15/08/2019 10:24:49

Certificate No.: PC/2019/2144

Certificate Date: 15/08/2019

Fee Paid: \$53.00

Receipt No.: 514354

Your Reference: 19/1736

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

| | |
|------------------------------|-------------------------------------------------|
| APPLICANT: | Infotrack ecertificates@infotrack.com.au |
| PROPERTY DESCRIPTION: | 20 Tournament Street RUTHERFORD NSW 2320 |
| PARCEL NUMBER: | 62244 |
| LEGAL DESCRIPTION: | Lot 74 DP 280047 |

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

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

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

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

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

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

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

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

1. Local Environmental Plan (LEP)

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

Exhibited draft Local Environmental Plans

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

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

State Environmental Planning Policies

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

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

- SEPP21 Caravan Parks
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (State and Regional Development) 2011
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- 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
- SEPP Primary Production and Rural Development
- 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

-

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:

Additional Permitted Use - Racecourse Road, Rutherford (Heritage Green), RE2 Private Recreation

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.

RE2 Private Recreation

a) Purpose/Objective

- To enable land to be used for private open space or recreational purposes
- To provide a range of recreational settings and activities and compatible land uses
- To protect and enhance the natural environment for recreational purposes

b) Permitted with Consent

Amusement centres; Aquaculture; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Function centres; Hotel or motel accommodation; Information and education facilities; Jetties; Kiosks;

Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Restaurants or cafes; Roads; Serviced apartments; Signage; Water recreation structures; Water supply systems

c) Permitted without Consent

Nil

d) Prohibited

Any development not specified in item 2 or 3.

Schedule 1 Additional permitted uses - use of certain land at Racecourse Road, Rutherford (Heritage Green)

1. This clause applies to Lot 1504 DP 1141535 being land at Racecourse Road, Rutherford (Heritage Green).
2. Development for the purposes of residential accommodation of up to 450 dwellings in a community title scheme (within the meaning of the Community Land Development Act 1989), a recreation facility (outdoor) and associated business premises and retail premises is permitted with consent.

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

For the land zoned RE2 Private Recreation and Additional Permitted Use - Racecourse Road, Rutherford (Heritage Green) the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

f) Critical Habitat

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

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

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

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

Complying development under the **Rural Housing Code** may 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

285 - 287 High Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

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

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

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

Form: 21CSM
Release: 2.1
www.lands.nsw.gov.au

**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989



AK750827G

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

(A) **TORRENS TITLE**

1/270823

(B) **LODGED BY**

| | | |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Document Collection Box 495R | Name, Address or DX, Telephone, and LLPN if any LLPN: 123354Y BY-LAW EXPRESS PO BOX 235, KINGSGROVE NSW 2208 PHONE: 9252 0107 Reference: | CODE CS |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|

(C) **APPLICANT**

| | |
|-----------------------|---------------------------|
| Community Association | Deposited Plan No. 270823 |
|-----------------------|---------------------------|

(D)

The applicant certifies that by a unanimous resolution passed on 29 August 2016 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

| | |
|------------------|-------------------------------------|
| Repealed 16.3 | Added as fully set out below |
|------------------|-------------------------------------|

(F) **TEXT OF ADDED BY-LAW**

That the Community Association, by UNANIMOUS RESOLUTION, pursuant to Part 2, Division 1, Section 14 of the Community Land Management Act 1989, rescind By Law 16.3 of the Community Management Statement of Heritage Parc Rutherford which states:

BY-LAW 16: NO INAPPROPRIATE USE

16.3 The Community Association will not grant its consent under By-Law 16.2 unless the proposed use of the lot is principally as for residential purposes.

(G) The common seal of the Community association deposited plan 270823 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

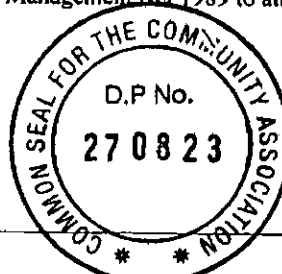
Lilia Olson

Name of witness:

LILIA OLSON

Date:

31 AUG 2016



7-11R



REQUEST

Real Property Act 1900



0679693W

(A) **STAMP DUTY**
If applicable.

13 DEC 1995

Office of State Revenue use only

D

(B) **LAND TITLES OFFICE**
Show no more than 20.

107/836843 } NOW BEING
108/836843 } 109/854148
 } 111/854273
 } 113/855618
 } 114/855618

(C) **REGISTERED DEALING**
If applicable.

(D) **LODGED BY**

L.T.O. Box

33H

Name, Address or DX and Telephone

Thomas Kenyon & Son
DX 435 Sydney
Tel. 2831766

REFERENCE (max 15 characters): EVANS.

Dealing Code

over

(E) **APPLICANT**

COLERAND PTY LTD AND HUNTER VALLEY LAND COMPANY PTY LTD

(F) **REQUEST**

The abovementioned applicants being the registered proprietors of the land above described hereby request the Registrar General to record in the register the ^{variation of the} amended Instrument pursuant to Section 88B Conveyancing Act, 1919 ~~a copy of which is annexed~~ registered with DP 836843 as set out in the annexure hereto

CHECKED BY (office use only)

[Signature]

els

RFB, BT

ANNEXURE TO REQUEST TO RECORD VARIATION OF INSTRUMENT UNDER
SECTION 88B CONVEYANCING ACT, 1919 REGISTERED WITH DP

Part 2 of the said S.88B instrument is varied as follows:

Under the heading:

"Terms of easement firstly referred to in abovementioned plan"

After the last paragraph under this heading there shall be added the following:

"The dominant and servient tenements will share the cost equally of maintaining the road along the right of carriageway as at the date of this document in its present state and condition and if either party wishes to improve the road then that party will pay the costs of improving it. If those improvements mean that the cost of maintenance of the road increases then the party which did not contribute to the cost of the improvement is not liable to pay the increased maintenance costs caused by those improvements.

The party having the right to release, vary, or modify these easements is the party having the benefit of same.

Any release, variation or modification of these easements shall be made in all respects at the cost of the party requesting the same."

Under the heading:

"Terms of easement secondly referred to in abovementioned plan"

After the last paragraph under this heading there shall be added the following:

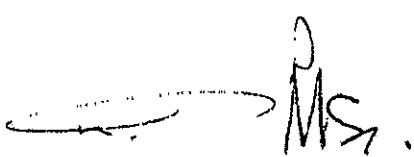
"The party having the right to release, vary or modify these easements is the party having the benefit of same.

Any release, variation or modification of these easements shall be made in all respect at the cost of the party requesting the same.

Terms of easement thirdly referred to in abovementioned plan:

Terms as set out in Part IV of Schedule VIII of the Act.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Handwritten signature and initials, possibly 'MS', with a horizontal line above it.

2.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

Terms of easement fourthly referred to in abovementioned plan:

Terms as set out in Part III of Schedule VIII of the Act.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

Terms of easement fifthly referred to in abovementioned plan:

Terms as set out in Part III of Schedule VIII of the Act.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same."

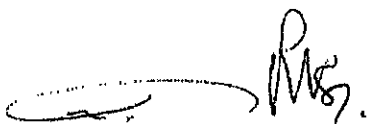
Under the heading:

"Terms of easement sixthly referred to in abovementioned plan"

After the last paragraph under this heading there shall be added the following:

"The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of the easement shall be made in all respects at the cost of the party requesting the same."

A handwritten signature, possibly reading 'R.G.', is written in dark ink at the bottom left of the page.

.3.

Under the heading:

"Terms of easement seventhly referred to in abovementioned plan"

After the last paragraph under this heading there shall be added the following:

"The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same."

Under the heading:

"Terms of easement eighthly referred to in abovementioned plan"

After the last paragraph under this heading there shall be added the following:

"The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same."

Under the heading:

"Terms of easement ninthly referred to in abovementioned plan"

After the last paragraph under this heading there shall be added the following:

"The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same."

RS

4.

Under the heading:

"Terms of easement tenthly referred to in abovementioned plan"

After the last paragraph under this heading there shall be added the following:

"The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same."

Under the heading:

"Terms of easement eleventhly referred to in abovementioned plan"

After the last paragraph under this heading there shall be added the following:

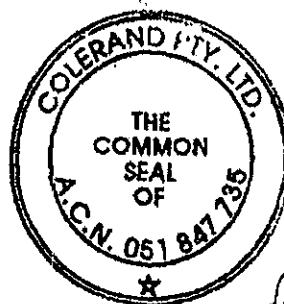
"The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.



R. Smith
DIRECTOR

[Signature]
DIRECTOR



R. Smith
DIRECTOR

[Signature]
SECRETARY

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

Lengths are in metres

Sheet 1 of 9 sheets

Plan

**Subdivision of Lot 106 DP808922
covered by Council's Certificate No.**

Name and address of
proprietors of the land

COLERAND PTY LTD
PO Box 64
MAITLAND NSW 2320

HUNTER VALLEY LAND COMPANY PTY
LIMITED
PO Box 64
MAITLAND NSW 2320

Name and address of
mortgagee of the land

NATIONAL AUSTRALIA BANK LIMITED
461A High Street
MAITLAND NSW 2320

PART 1

- | | | |
|---|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| 1 | <u>Identity of easement firstly referred to in abovementioned plan:</u> | Right of Carriageway and Easement to drain water, for Electricity Cables and Gas Pipe 12 wide. |
|---|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|

| Schedule of Lots affected | |
|---------------------------|----------------------|
| <u>Lot burdened</u> | <u>Lot benefited</u> |
| 108 | 107 |

- | | | |
|---|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| 2 | <u>Identity of easement</u> <u>secondly referred to</u> <u>in abovementioned</u> <u>plan:</u> | Right of Carriageway and Easement to drain water 12 wide and variable. |
|---|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|

| Schedule of Lots affected | |
|---------------------------|----------------------|
| <u>Lot burdened</u> | <u>Lot benefited</u> |
| 107 | 108 |

- 3 Identity of easement
 thirdly referred to
 in abovementioned
 plan:

| Schedule of Lots affected | |
|---------------------------|-----------------------|
| <u>Lots burdened</u> | <u>Lots benefited</u> |
| 107 | 108. |
| 108 | 107 |

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

Lengths are in metres

Sheet 2 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 1 - continued

- 4 Identity of easement Easement to drain water 8 wide.
fourthly referred to
in abovementioned
plan:

Schedule of Lots affected:

| <u>Lot burdened</u> | <u>Lot benefited</u> |
|---------------------|----------------------|
| 108 | 107 |

- 5 Identity of easement Easement to drain water 2 wide.
fifthly referred to
in abovementioned
plan:

Schedule of Lots affected:

| <u>Lot burdened</u> | <u>Lot benefited</u> |
|---------------------|----------------------|
| 107 | 108 |

- 6 Identity of easement Easement for watermain 2 wide and
sixthly referred to variable.
in abovementioned
plan:

Schedule of Lots affected:

| <u>Lot burdened</u> | <u>Lot benefited</u> |
|---------------------|----------------------|
| 108 | 107 |

- 7 Identity of easement Easement for overhead electricity
seventhly referred to cables 2 wide, 3 wide and variable.
in abovementioned
plan:

Schedule of Lots affected:

| <u>Lot burdened</u> | <u>Lot benefited</u> |
|---------------------|----------------------|
| 108 | 107 |

- 8 Identity of easement Easement for overhead electricity
eighthly referred to cables 3 wide.
in abovementioned
plan:

Schedule of Lots affected:

| <u>Lot burdened</u> | <u>Lot benefited</u> |
|---------------------|----------------------|
| 108 | 107 |

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
UNDER SECTION 88B CONVEYANCING ACT 1919

Lengths are in metres

Sheet 3 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 1 - continued

- 9 Identity of easement ninthly referred to in abovementioned plan: Easement for overhead electricity cables 2 wide.
- | <u>Schedule of Lots affected</u> | |
|----------------------------------|----------------------|
| <u>Lot burdened</u> | <u>Lot benefited</u> |
| 108 | 107 |
- 10 Identity of easement tenthly referred to in abovementioned plan: Easement for electricity stay pole 2 wide.
- | <u>Schedule of Lots affected</u> | |
|----------------------------------|---------------------|
| <u>Lot burdened</u> | <u>Lot affected</u> |
| 108 | 107 |
- 11 Identity of easement eleventhly referred to in abovementioned plan: Easement for telecommunications cable 2.5 wide.
- | <u>Schedule of Lots affected</u> | |
|----------------------------------|----------------------|
| <u>Lot burdened</u> | <u>Lot benefited</u> |
| 108 | 107 |

PART 2

- 1 Terms of easement firstly referred to in abovementioned plan:

Right of carriageway terms as set out in Part 1 of Schedule VIII of the Act.

Easement to drain water terms as set out in Part III of Schedule VIII of the Act.

Full and free right:

- (a) to install and maintain aerial conductors with associated supports and other apparatus for the purpose of the transmission and distribution of electricity in and over that part of the land,
- (b) to cut trim or lop trees branches and other growth or foliage within the easement which is likely to interfere with the safe operation of the overhead line,

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

Lengths are in metres

Sheet 4 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 2 - continued

- (c) to install and maintain a gas pipe and other apparatus for the purpose of carrying gas in and through that part of the land,
- (d) for the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraphs (a), (b) and (c) hereof.

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

The dominant and servient tenements will share the cost equally of maintaining the road along the right of carriageway as at the date of this document in its present state and condition and if either party wishes to improve the road then that party will pay the costs of improving it. If those improvements mean that the cost of maintenance of the road increases then the party which did not contribute to the cost of the improvement is not liable to pay the increased maintenance costs caused by those improvements.

The party having the right to release, vary, or modify these easements is the party having the benefit of same.

Any release, variation, or modification of these easements shall be made in all respects at the cost of the party requesting the same.

2 Terms of easement secondly referred to in abovementioned plan:

Right of carriageway terms as set out in Part I of Schedule VIII of the Act.

Easement to drain water terms as set out in Part III Schedule VIII of the Act.

The party having the right of release, vary or modify these easements is the party having the benefit of same.

Any release, variation or modification of these easements shall be made in all respects at the cost of the party requesting the same.

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

Lengths are in metres

Sheet 5 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 2 - continued

3 Terms of easement thirdly referred to in abovementioned plan:

Terms as set out in Part IV of Schedule VIII of the Act.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

4 Terms of easement fourthly referred to in abovementioned plan:

Terms as set out in Part III of Schedule VIII of the Act.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

5 Terms of easement fifthly referred to in abovementioned plan:

Terms as set out in Part III of Schedule VIII of the Act.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

6 Terms of easement sixthly referred to in abovementioned plan:

Full and free right:

- (a) to install and maintain a watermain and other apparatus for the purpose of carrying water in through and over that part of the land delineated in the plan,
- (b) for the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

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

Lengths are in metres

Sheet 6 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 2 - continued

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

The party having the right to release, vary, or modify this easement is the party having the benefit of same.

Any release, variation or modification of the easement shall be made in all respects at the cost of the party requesting the same.

7 Terms of easement seventhly referred to in abovementioned plan:

Full and free right:

- (a) to install and maintain aerial conductors with associated supports and other apparatus for the purpose of the transmission and distribution of electricity in and over that part of the land,
- (b) to cut trim or lop trees, branches and other growth or foliage within the easement which is likely to interfere with the safe operation of the overhead line.
- (c) for the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraphs (a) and (b) hereof.

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

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

Lengths are in metres

Sheet 7 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 2 - continued

8 Terms of easement eighthly referred to in abovementioned plan:

Full and free right:

- (a) to install and maintain aerial conductors with associated supports and other apparatus for the purpose of the transmission and distribution of electricity in and over that part of the land,
- (b) to cut, trim or lop trees, branches and other growth or foliage within the easement which is likely to interfere with the safe operation of the overhead line,
- (c) for the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraphs (a) and (b) hereof.

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

The party having the right to release, vary, or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

9 Terms of easement ninthly referred to in abovementioned plan:

Full and free right:

- (a) to install and maintain aerial conductors with associated supports and other apparatus for the purpose of the transmission and distribution of electricity in and over that part of the land,
- (b) to cut, trim or lop trees, branches and other growth or foliage within the easement which is likely to interfere with the safe operation of the overhead line,
- (c) for the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraphs (a) and (b) hereof.

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum

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

Lengths are in metres

Sheet 8 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 2 - continued

practical time by continuous work each working day until completed.

The party having the right to release, vary, or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

10 Terms of easement tenthly referred to in abovementioned plan:

Full and free right:

- (a) to install and maintain a stay pole and associated cables in and over that part of the land delineated in the plan,
- (b) for the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and repass over the same for all purposes whatsoever connected with the rights created by paragraph (a) hereof.

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

11 Terms of easement eleventhly referred to in abovementioned plan:

Full and free right:

- (a) to install and maintain telecommunication cables with associated apparatus in and through that part of the land delineated in the plan;
- (b) for the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

Subject to a liability to remove all surplus and waste materials and to

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

Lengths are in metres

Sheet 9 of 9 sheets

Plan

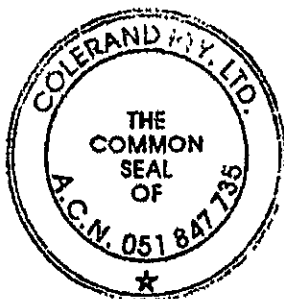
Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 2 - continued

restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.



The common seal of COLERAND PTY LTD was hereto affixed in the presence of:

.....
Secretary

.....
Director



The common seal of HUNTER VALLEY LAND COMPANY PTY LIMITED was hereto affixed in the presence of;

.....
Secretary

.....
Director

MORTGAGEE UNDER MORTGAGE No.

The common seal of NATIONAL AUSTRALIA BANK LIMITED was hereto affixed in the presence of:

SIGNED AT SYDNEY THIS 31ST DAY OF
OCTOBER 1995 FOR NATIONAL
AUSTRALIA BANK LIMITED A.C.N. 004 044 937
BY Fiona Mary FERGUSON ITS DULY APPOINTED
ATTORNEY UNDER POWER OF ATTORNEY
No. 547 BOOK 3834

.....
A MANAGER

George St. Sydney

WITNESS:

KYLIE BARNETT

Bank Officer

*This is the annexure referred to in request
by Colerand Pty Ltd and Hunter Valley Land
Company Pty Ltd signed by me.*
Sign

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
UNDER SECTION 88B CONVEYANCING ACT 1949**

Lengths are in metres

Sheet 1 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

Name and address of
proprietors of the land

COLERAND PTY LTD
PO Box 64
MAITLAND NSW 2320

HUNTER VALLEY LAND COMPANY PTY
LIMITED
PO Box 64
MAITLAND NSW 2320

Name and address of
mortgagee of the land

NATIONAL AUSTRALIA BANK LIMITED
461A High Street
MAITLAND NSW 2320

PART 1

- 1 Identity of easement firstly
referred to in
abovementioned plan: Right of Carriageway and Easement
to drain water, for Electricity
Cables and Gas Pipe 12 wide.

Schedule of Lots affected

| <u>Lot burdened</u> | <u>Lot benefited</u> |
|---------------------|----------------------|
| 108 | 107 |

- 2 Identity of easement
secondly referred to
in abovementioned
plan: Right of Carriageway and Easement
to drain water 12 wide and
variable.

Schedule of Lots affected

| <u>Lot burdened</u> | <u>Lot benefited</u> |
|---------------------|----------------------|
| 107 | 108 |

- 3 Identity of easement
thirdly referred to
in abovementioned
plan: Easement to drain sewage 2 wide.

Schedule of Lots affected

| <u>Lots burdened</u> | <u>Lots benefited</u> |
|----------------------|-----------------------|
| 107 | 108 |
| 108 | 107 |

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
UNDER SECTION 88B CONVEYANCING ACT 1919

Lengths are in metres

Sheet 2 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 1 - continued

- 4 Identity of easement Easement to drain water 8 wide.
 fourthly referred to
 in abovementioned
 plan:
- Schedule of Lots affected:
 Lot burdened Lot benefited
 108 107
- 5 Identity of easement Easement to drain water 2 wide.
 fifthly referred to
 in abovementioned
 plan:
- Schedule of Lots affected
 Lot burdened Lot benefited
 107 108
- 6 Identity of easement Easement for watermain 2 wide and
 sixthly referred to variable.
 in abovementioned
 plan:
- Schedule of Lots affected
 Lot burdened Lot benefited
 108 107
- 7 Identity of easement Easement for overhead electricity
 seventhly referred to cables 2 wide, 3 wide and variable.
 in abovementioned
 plan:
- Schedule of Lots affected
 Lot burdened Lot benefited
 108 107
- 8 Identity of easement Easement for overhead electricity
 eighthly referred to cables 3 wide.
 in abovementioned
 plan:
- Schedule of Lots affected
 Lot burdened Lot benefited
 108 107

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

Lengths are in metres

Sheet 3 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 1 - continued

- 9 Identity of easement Easement for overhead electricity
ninthly referred to cables 2 wide.
in abovementioned
plan:
Schedule of Lots affected
Lot burdened Lot benefited
108 107
- 10 Identity of easement Easement for electricity stay pole
tenthly referred to 2 wide.
in abovementioned
plan:
Schedule of Lots affected
Lot burdened Lot affected
108 107
- 11 Identity of easement Easement for telecommunications
eleventhly referred cable 2.5 wide.
to in abovementioned
plan:
Schedule of Lots affected
Lot burdened Lot benefited
108 107

PART 2

- 1 Terms of easement firstly referred to in abovementioned plan:
- Right of carriageway terms as set out in Part 1 of Schedule VIII of the Act.
- Easement to drain water terms as set out in Part III of Schedule VIII of the Act.
- Full and free right:
- (a) to install and maintain aerial conductors with associated supports and other apparatus for the purpose of the transmission and distribution of electricity in and over that part of the land,
- (b) to cut trim or lop trees branches and other growth or foliage within the easement which is likely to interfere with the safe operation of the overhead line,

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
UNDER SECTION 88B CONVEYANCING ACT 1919

Lengths are in metres

Sheet 4 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 2 - continued

- (c) to install and maintain a gas pipe and other apparatus for the purpose of carrying gas in and through that part of the land,
- (d) for the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraphs (a), (b) and (c) hereof.

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

The dominant and servient tenements will share the cost equally of maintaining the road along the right of carriageway as at the date of this document in its present state and condition and if either party wishes to improve the road then that party will pay the costs of improving it. If those improvements mean that the cost of maintenance of the road increases then the party which did not contribute to the cost of the improvement is not liable to pay the increased maintenance costs caused by those improvements.

The party having the right to release, vary, or modify these easements is the party having the benefit of same.

Any release, variation, or modification of these easements shall be made in all respects at the cost of the party requesting the same.

2 Terms of easement secondly referred to in abovementioned plan:

Right of carriageway terms as set out in Part I of Schedule VIII of the Act.

Easement to drain water terms as set out in Part III Schedule VIII of the Act.

The party having the right of release, vary or modify these easements is the party having the benefit of same.

Any release, variation or modification of these easements shall be made in all respects at the cost of the party requesting the same.

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

Lengths are in metres

Sheet 5 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 2 - continued

3 Terms of easement thirdly referred to in abovementioned plan:

Terms as set out in Part IV of Schedule VIII of the Act.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

4 Terms of easement fourthly referred to in abovementioned plan:

Terms as set out in Part III of Schedule VIII of the Act.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

5 Terms of easement fifthly referred to in abovementioned plan:

Terms as set out in Part III of Schedule VIII of the Act.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

6 Terms of easement sixthly referred to in abovementioned plan:

Full and free right:

- (a) to install and maintain a watermain and other apparatus for the purpose of carrying water in through and over that part of the land delineated in the plan,
- (b) for the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

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

Lengths are in metres

Sheet 6 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 2 - continued

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

The party having the right to release, vary, or modify this easement is the party having the benefit of same.

Any release, variation or modification of the easement shall be made in all respects at the cost of the party requesting the same.

7 Terms of easement seventhly referred to in abovementioned plan:

Full and free right:

- (a) to install and maintain aerial conductors with associated supports and other apparatus for the purpose of the transmission and distribution of electricity in and over that part of the land,
- (b) to cut trim or lop trees, branches and other growth or foliage within the easement which is likely to interfere with the safe operation of the overhead line.
- (c) for the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraphs (a) and (b) hereof.

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

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

Lengths are in metres

Sheet 7 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 2 - continued

8 Terms of easement eighthly referred to in abovementioned plan:

Full and free right:

- (a) to install and maintain aerial conductors with associated supports and other apparatus for the purpose of the transmission and distribution of electricity in and over that part of the land,
- (b) to cut, trim or lop trees, branches and other growth or foliage within the easement which is likely to interfere with the safe operation of the overhead line,
- (c) for the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraphs (a) and (b) hereof.

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

The party having the right to release, vary, or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

9 Terms of easement ninthly referred to in abovementioned plan:

Full and free right:

- (a) to install and maintain aerial conductors with associated supports and other apparatus for the purpose of the transmission and distribution of electricity in and over that part of the land,
- (b) to cut, trim or lop trees, branches and other growth or foliage within the easement which is likely to interfere with the safe operation of the overhead line,
- (c) for the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraphs (a) and (b) hereof.

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum

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

Lengths are in metres

Sheet 8 of 9 sheets

Plan

Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 2 - continued

practical time by continuous work each working day until completed.

The party having the right to release, vary, or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

10 Terms of easement tenthly referred to in abovementioned plan:

Full and free right:

- (a) to install and maintain a stay pole and associated cables in and over that part of the land delineated in the plan,
- (b) for the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and repass over the same for all purposes whatsoever connected with the rights created by paragraph (a) hereof.

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.

11 Terms of easement eleventhly referred to in abovementioned plan:

Full and free right:

- (a) to install and maintain telecommunication cables with associated apparatus in and through that part of the land delineated in the plan:
- (b) for the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

Subject to a liability to remove all surplus and waste materials and to

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
UNDER SECTION 88B CONVEYANCING ACT 1919

Lengths are in metres

Sheet 9 of 9 sheets

Plan

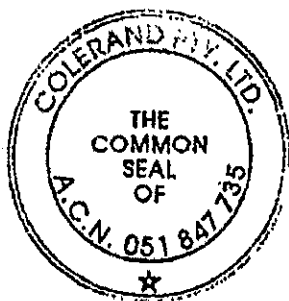
Subdivision of Lot 106 DP808922
covered by Council's Certificate No.

PART 2 - continued

restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

The party having the right to release, vary or modify this easement is the party having the benefit of same.

Any release, variation or modification of this easement shall be made in all respects at the cost of the party requesting the same.



The common seal of COLERAND PTY LTD
was hereto affixed in the presence of:

.....
Secretary

.....
Director



The common seal of HUNTER VALLEY LAND
COMPANY PTY LIMITED was hereto affixed in
the presence of:

.....
Secretary

.....
Director

The common seal of NATIONAL AUSTRALIA
BANK LIMITED was hereto affixed in the
presence of:

MORTGAGEE/LOAN TO MORTGAGEE
SIGNED AT SYDNEY THIS 3RD DAY OF
OCTOBER 1995 FOR NATIONAL
AUSTRALIA BANK LIMITED A.C.N. 004 047 937
BY Fiona Mary FERGUSON
ATTORNEY UNDER POWER OF ATTORNEY
No. 547 BOOK 3834

.....
A MORTGAGEE
George St, Sydney
WITNESS:
KYLIE BARNETT
Bank Officer

.....
.....

(G)

STANDARD EXECUTION

0

679693

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

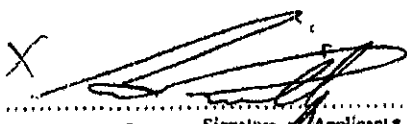
DATE

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

.....
Signature of Witness

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

.....
Address of Witness

X 
.....
Signature of Applicant
(W. H. O. REILLY)
PRINT NAME

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at
in the State of on 19 in the presence of

.....
Signature of Witness

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

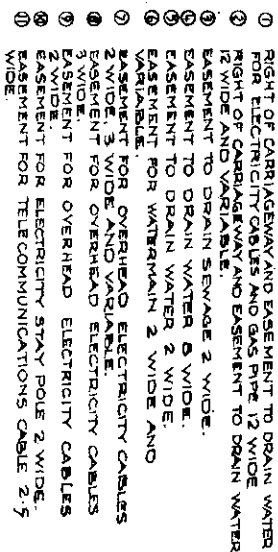
.....
Address and Qualification of Witness

.....
Signature of Applicant

0679693

DO NOT USE BOTH SIDES OF THE FORM

[illegible][illegible]



Plan Drawing only to appear in this space

SURVIVOR'S REFERENCE: A.1528.B

Reduction Ratio: AS SHOWN

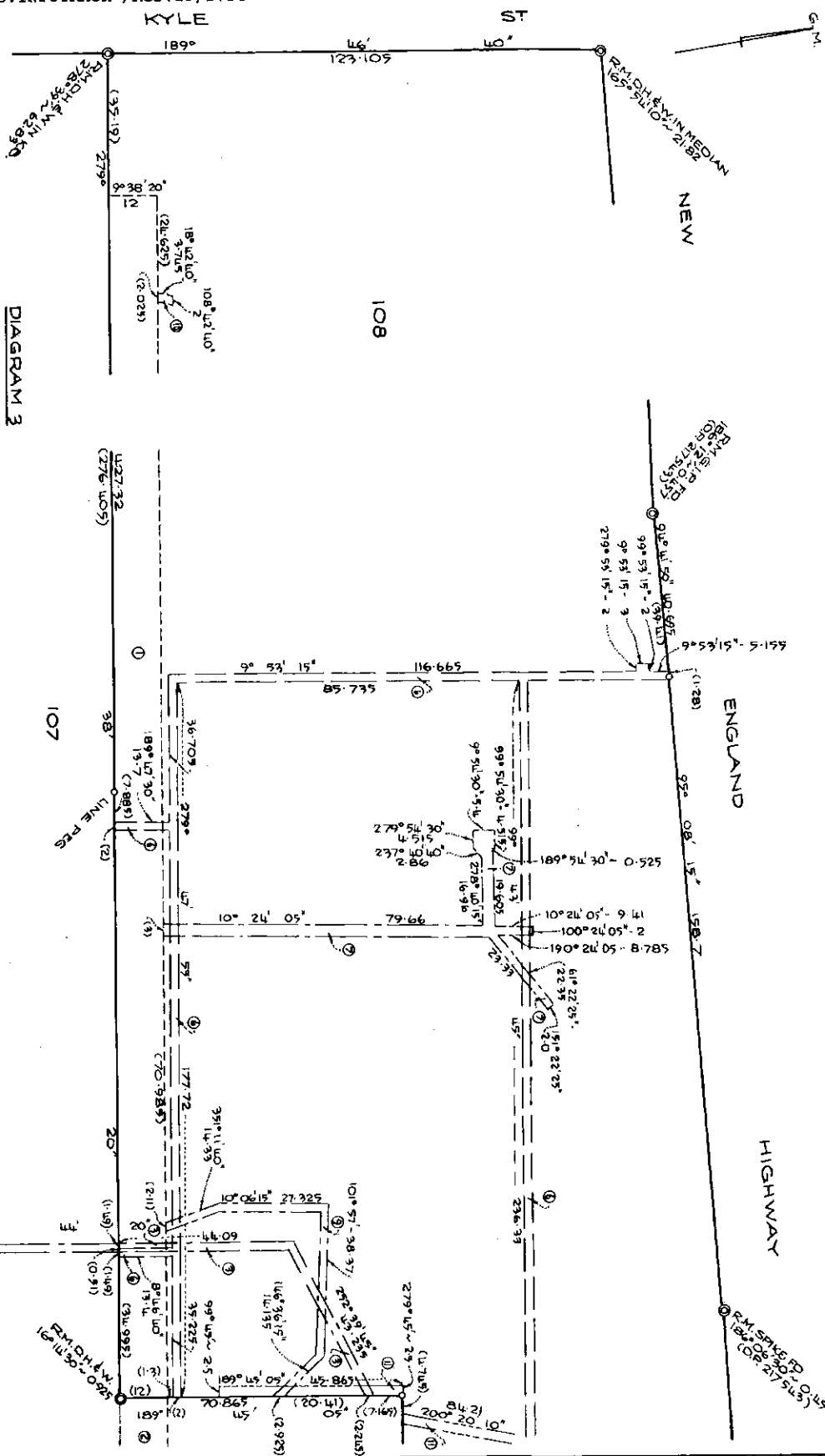
For use where space is insufficient in any panel on this form 2.

Council Chair

This is sheet 2 of the plan of 3 sheets covered by my Certificate No. 93244 of 20.10.93

Registered:  6. 4. 1994

DP 836843



- ① RIGHT OF CARRIAGEWAY AND EASEMENT TO DRAIN WATER FROM ELECTRICAL CABLES AND GASPIED IN WIDE PLUMBING AND WASTE WATER.
- ② EASEMENT FOR WATERMAIN 2 WIDE.
- ③ EASEMENT TO DRAIN SEWAGE 2 WIDE.
- ④ EASEMENT FOR WATERMAIN 2 WIDE AND VARIABLE.
- ⑤ EASEMENT FOR OVERHEAD ELECTRICITY CABLES 2 WIDE, 3 WIDE AND VARIABLE.
- ⑥ EASEMENT FOR OVERHEAD ELECTRICITY CABLES 2 WIDE.
- ⑦ EASEMENT FOR TELECOMMUNICATIONS CABLE 2, 5 WIDE.

DIAGRAM 3

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: A.15288

Reduction Ratio: 750

DP 836843

6-4-1994

THIS REARREST 3 OF MY PLAN IN 3 SHOWS
DATED 9TH OCTOBER 1993

Surveyor registered under Surveyors Act 1888

1716 is subject of the report of 3
Abstracts covered by my Certificate No. 9324-
of 20-10-93

Council Clerk

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED UNDER
 SECTION 89B CONVEYANCING ACT 1919

Lengths are in metres

Sheet 1 of 8 sheets

Plan

DP 836843

Name and address of
 proprietor of the land

Name and address of
 mortgagee of the land

Subdivision of Lot 106 DP808922
 covered by Council's General
 Manager's Certificate No. 98244
 of 20-10-1993
 COLTRAD
 NATIONAL AUSTRALIA BANK LTD
 PO Box 64
 MAITLAND NSW 2320
 NATIONAL AUSTRALIA BANK LIMITED
 4614 High Street
 MAITLAND NSW 2320

PART 1

- 1 Identity of easement firstly
 referred to in above-mentioned plan:
 Schedule of lots affected
 Lot burdened Lot benefited
 108 107
- 2 Identity of easement secondly
 referred to in above-mentioned plan:
 Schedule of lots affected
 Lot burdened Lot benefited
 107 108
- 3 Identity of easement thirdly
 referred to in above-mentioned plan:
 Schedule of lots affected
 Lot burdened Lot benefited
 108 107
- 4 Identity of easement fourthly
 referred to in above-mentioned plan:
 Schedule of lots affected
 Lot burdened Lot benefited
 108 107
- 5 Identity of easement fifthly
 referred to in above-mentioned plan:
 Schedule of lots affected
 Lot burdened Lot benefited
 107 108

[Handwritten signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED UNDER
 SECTION 89B CONVEYANCING ACT 1919

Lengths are in metres

Sheet 2 of 8 sheets

Plan

DP 836843

PART 1 - continued

- 6 Identity of easement sixthly
 referred to in above-mentioned plan:
 Schedule of lots affected
 Lot burdened Lot benefited
 108 107
- 7 Identity of easement seventhly
 referred to in above-mentioned plan:
 Schedule of lots affected
 Lot burdened Lot benefited
 108 107
- 8 Identity of easement eighthly
 referred to in above-mentioned plan:
 Schedule of lots affected
 Lot burdened Lot benefited
 108 107
- 9 Identity of easement ninthly
 referred to in above-mentioned plan:
 Schedule of lots affected
 Lot burdened Lot benefited
 108 107
- 10 Identity of easement tenthly
 referred to in above-mentioned plan:
 Schedule of lots affected
 Lot burdened Lot benefited
 108 107
- 11 Identity of easement eleventhly
 referred to in above-mentioned plan:
 Schedule of lots affected
 Lot burdened Lot benefited
 108 107

[Handwritten signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED UNDER
SECTION 88B CONVEYANCING ACT 1919

Lengths are in metres Sheet 3 of 6 sheets

Plan
DP836843 Subdivision of Lot 106 DP808822
covered by Council's General
Manager's Certificate No. 93244
of 20-0-1919

PART 2

1 Terms of easement firstly referred to in above-mentioned plan:

Right of carriageway terms as set out in Part I of Schedule VIII of the Act.
Easement to drain water terms as set out in Part III of Schedule VIII of the Act.

Full and free right:

- (a) To install and maintain aerial conductors with associated supports and other apparatus for the purpose of the transmission and distribution of electricity in and over that part of the land.
 - (b) To cut trim or lop trees branches and other growth or foliage within the easement which is likely to interfere with the safe operation of the overhead line.
 - (c) To install and maintain a gas pipe and other apparatus for the purpose of carrying gas in and through that part of the land.
 - (b) For the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and re-pass over the same for all purposes whatsoever connected with the rights created by Paragraphs (a), (b) and (c) hereof.
- Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

2 Terms of easement secondly referred to in above-mentioned plan:

Right of carriageway terms as set out in Part I of Schedule VIII of the Act.
Easement to drain water terms as set out in Part III of Schedule VIII of the Act.

3 Terms of easement sixthly referred to in above-mentioned plan:

- Full and free right:
 - (a) To install and maintain a watermain and other apparatus for the purpose of carrying water in through and over that part of the land delineated in the plan.
 - (b) For the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and re-pass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

Handwritten signature

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED UNDER
SECTION 88B CONVEYANCING ACT 1919

Lengths are in metres Sheet 4 of 6 sheets

Plan
DP836843 Subdivision of Lot 106 DP808822
covered by Council's General
Manager's Certificate No. 93244
of 20-0-1919

PART 2 - continued

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

7 Terms of easement seventhly referred to in above-mentioned plan:

- Full and free right:
 - (a) To install and maintain aerial conductors with associated supports and other apparatus for the purpose of the transmission and distribution of electricity in and over that part of the land.
 - (b) To cut trim or lop trees branches and other growth or foliage within the easement which is likely to interfere with the safe operation of the overhead line.
 - (c) For the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and re-pass over the same for all purposes whatsoever connected with the rights created by Paragraphs (a) and (b) hereof.
- Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

8 Terms of easement eighthly referred to in above-mentioned plan:

- Full and free right:
 - (a) To install and maintain aerial conductors with associated supports and other apparatus for the purpose of the transmission and distribution of electricity in and over that part of the land.
 - (b) To cut trim or lop trees branches and other growth or foliage within the easement which is likely to interfere with the safe operation of the overhead line.
 - (c) For the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and re-pass over the same for all purposes whatsoever connected with the rights created by Paragraphs (a) and (b) hereof.
- Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

Handwritten signature

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED UNDER
SECTION 88B CONVEYANCING ACT 1919

Lengths are in metres

Sheet 5 of 6 sheets

Plan

DP836843

Subdivision of Lot 106 DP808922
covered by Council's General
Manager's Certificate No. 93244
of 22.10.1983

PART 2 - continued

9 Terms of easement jointly referred to in above-mentioned plan:

Full and free right:

(a) To install and maintain aerial conductors with associated supports and other apparatus for the purpose of the transmission and distribution of electricity in and over that part of the land.

(b) To cut trim or lop trees branches and other growth or foliage within the easement which is likely to interfere with the safe operation of the overhead line.

(c) For the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and remove any material and to pass and remove any material connected with the rights created by Paragraphs (a) and (b) hereof.

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

10 Terms of easement jointly referred to in above-mentioned plan:

Full and free right:

(a) To install and maintain a stay pole and associated cables in and over that part of the land delineated in the plan.

(b) For the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and remove any material and to pass and remove any material connected with the rights created by Paragraph (a) hereof.

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.

11 Terms of easement jointly referred to in above-mentioned plan:

Full and free right:

(a) To install and maintain telecommunication cables with associated apparatus in and through that part of the land delineated in the plan.

(b) For the purpose aforesaid from time to time and at all reasonable times to enter into and to pass and remove any material and to pass and remove any material connected with the rights created by Paragraph (a) hereof.

George B. Gundy

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED UNDER
SECTION 88B CONVEYANCING ACT 1919

Lengths are in metres

Sheet 6 of 6 sheets

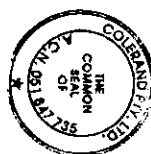
Plan

DP836843

Subdivision of Lot 106 DP808922
covered by Council's General
Manager's Certificate No. 93244
of 22.10.1983

PART 2 - continued

Subject to a liability to remove all surplus and waste materials and to restore the surface of the land including any paving on the land in a proper and workmanlike manner and to perform all work in a minimum practical time by continuous work each working day until completed.



The common seal of COLERAND PTY LTD was hereto affixed in the presence of:

Secretary *[Signature]*

Director *[Signature]*

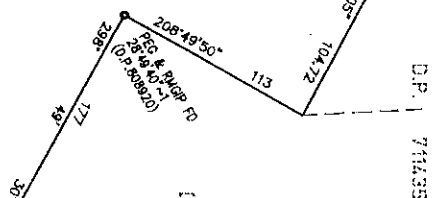
The common seal of NATIONAL AUSTRALIA BANK LIMITED was hereto affixed in the presence of:

Secretary

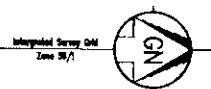
Director

George B. Gundy

REGISTERED 6.4.1994



- (4a) RESTRICTION ON THE USE OF LAND - DP8604014.
- (5a) BENEFITED BY: 1) EASEMENT FOR EFFLUENT-T-750197
- 2) RIGHT OF CARRIAGEWAY & EASEMENT TO DRAIN WATER 12 WIDE & VARIABLE - DP836843
- 3) RIGHT OF CARRIAGEWAY & EASEMENT TO DRAIN WATER 12 WIDE - DP834146
- 4) EASEMENT TO DRAIN SEWAGE 2 WIDE-DP834146
- 5) RIGHT OF CARRIAGEWAY VARIABLE WIDTH-DP85616
- 6) EASEMENT FOR ELECTRICITY TRANSMISSION LINE & DUSTFALLION 10 WIDE - DP855616
- 7) EASEMENT TO DRAIN WATER 3 WIDE-DP8660021
- (6) RIGHT OF CARRIAGEWAY 24 WIDE
- (7) RIGHT OF CARRIAGEWAY 24 WIDE
- (8) EASEMENT FOR WATERWAY 4.62 MIDE (NIDE DP828193 & FZ18241)
- (9) EASEMENT FOR ELECTRICITY TRANSMISSION LINES & ACCESS THEREIN VAR. WIDTH (NIDE M338447)
- (10) EASEMENT FOR DRAINAGE OF WATER 3 WIDE (NIDE DP860021)
- (11) EASEMENT FOR TRANSMISSION LINES & ACCESS 19 WIDE & VAR. WIDTH (NIDE X495185)
- (12) EASEMENT FOR TRANSMISSION LINES & ACCESS VAR. WIDTH (NIDE X495185)
- (13) EASEMENT FOR TRANSMISSION LINES & ACCESS 19 WIDE (NIDE X495185)
- (14) EASEMENT TO DRAIN SEWAGE 2 WIDE (NIDE DP838843)
- (15) EASEMENT FOR WATERWAY 2 WIDE & VAR. (NIDE DP860843)
- (16) EASEMENT FOR ELECTRICITY TRANSMISSION LINES TO WIDE (NIDE DP864473)
- (17) RIGHT OF CARRIAGEWAY 6.5, 8.5, 15.95, 15 WIDE & VAR. (NIDE DP855616)
- (18) EASEMENT FOR ELECTRICITY TRANSMISSION LINES TO WIDE & VAR. (NIDE DP855616)
- (19) EASEMENT FOR ACCESS TO THE HYDRAULIC WIDE (NIDE 855616)
- (20) EASEMENT FOR RAILWAY SIDING (NIDE X581097)
- (21) EASEMENT FOR ACCESS 20.115 WIDE (NIDE J81097)
- (22) EASEMENT FOR ACCESS 10.06 WIDE (NIDE J581097)



Registered 4/11/7/1997

This is enclosed of my plan to 2 sheets
dated 29TH MAY 1997

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2
 sheets covered by my Certificate No. 5996077
 of

20/6/97
Mark Ireland

Leave one space for authorized person

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

Lengths are in metres

(Sheet 1 of 3 Sheet)

PART 1

DP 869834

D.P

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

RUTHERFORD LAND COMPANY PTY LTD
ACN 072 406 494
PO BOX 2, THORNTON NSW 2322
&
THE COUNCIL OF THE CITY
OF MAITLAND
PO BOX 220, MAITLAND NSW 2320

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

METWAY BANK LIMITED
169 KING STREET
NEWCASTLE NSW 2300

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

Right of Carriageway
24 wide

Schedule of lots affected.

Lot burdened

Lot Benefited

Lot 11 D.P.532959

1 & 2

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

Right of Carriageway
24 wide & Variable

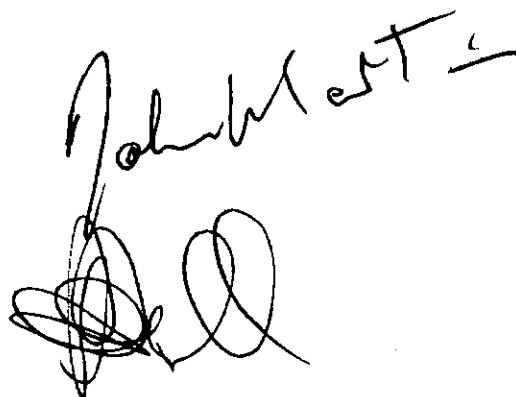
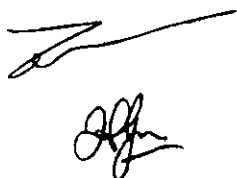
Schedule of lots affected.

Lot burdened

Lot Benefited

2

1



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

Lengths are in metres

(Sheet 2 of 3 Sheet)

DP 869834

D.P

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

Right of Carriageway
24 wide

Schedule of lots affected.

Lot burdened

Lot Benefited

1

2

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

Easement for Drainage of Water
20 wide

Schedule of lots affected.

Lot burdened

Lot Benefited

2

1

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

Easement for Drainage of Water
5 wide

Schedule of lots affected.

Lot burdened

Lot Benefited

2

1

**Name of person/Authority empowered to release vary or modify the easement firstly
referred to in the abovementioned plan.**

Rutherford Land Company Pty Ltd

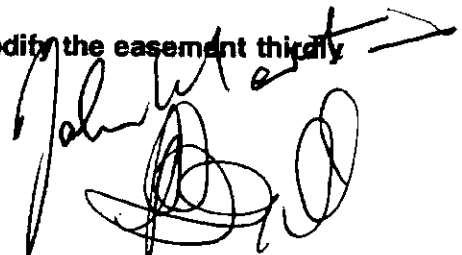
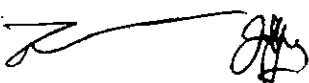
**Name of person/Authority empowered to release vary or modify the easement
secondly referred to in the abovementioned plan.**

Rutherford Land Company Pty Ltd

**Name of person/Authority empowered to release vary or modify the easement thirdly
referred to in the abovementioned plan.**

The Council of the City of Maitland

This is Sheet 2 of a 3 Sheet Instrument.....



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

Lengths are in metres

(Sheet 3 of 3 Sheet)

D.P

DP 869834

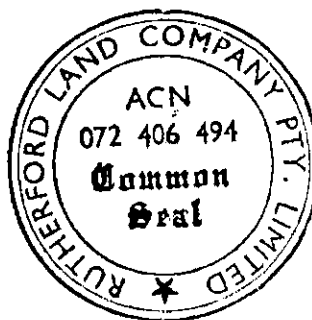
Name of person/Authority empowered to release vary or modify the easement
fourthly referred to in the abovementioned plan.

The Council of the City of Maitland

Name of person/Authority empowered to release vary or modify the easement fifthly
referred to in the abovementioned plan.

The Council of the City of Maitland

THE COMMON SEAL OF THE COUNCIL OF
THIS CITY OF MAITLAND WAS HEREUNTO
AFFIXED THIS 20TH DAY OF JUNE 1997
IN PURSUANCE OF A RESOLUTION
OF COUNCIL DATED THIS 17TH DAY OF
DECEMBER 1996



[Signature]
Secretary
[Signature]
Director

[Signature]
MAYOR
[Signature]
GENERAL MANAGER

**SUNCORP-METWAY Ltd A.C.N.
010 831 722 BY ITS ATTORNEY**

DAVID WILLIAM TINDALL

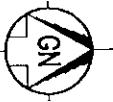
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

[Signature]
[Signature]
WITNESS

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

REGISTERED  11.7.1997

[Signature]
[Signature]



Interpolated Survey Data
 Zone 56/1

125
 30.96ha
 By Dedn

Pt 126
 50.59ha
 (25.59ha) (24.71ha)
 By Dedn

CURVED LINE TABLE

| Chord | Bearing | Distance | Area | Radius |
|-------|-----------|----------|-------|--------|
| 1 | 78°12'25" | 16.97 | 16.97 | 382.00 |
| 2 | 36°35'20" | 10.3 | 10.30 | 288.00 |
| 3 | 36°44'25" | 12.795 | 12.80 | 312.00 |
| 4 | 74°14'50" | 25.32 | 25.32 | 297.20 |

222

D.P. 7 7 3 5 3 2

Plan Drawing only to appear in this space

- (A) EASEMENT FOR DRAINAGE OF WATER 3 MIDE (DP98934)
- (B) EASEMENT FOR DRAINAGE OF WATER 20 MIDE (DP98934)
- (C) EASEMENT FOR DRAINAGE OF WATER 5 MIDE (DP98934)
- (D) EASEMENT FOR WATERWAY 4.62 MIDE (VDE 4828102)
- (E) EASEMENT FOR WATERWAY 24 MIDE (VDE 0966824)
- (F) EASEMENT FOR WATERWAY 4.62 MIDE (VDE 0966824)
- (G) EASEMENT FOR ELECTRICITY SUBSTATION VARIABLE WIDTH
- (H) RESTRICTION ON USE OF LAND-D.P.664074
- (AA) SEE SHEET 3
- (BB) SEE SHEET 3

Number 1: 1250
 SURVEYOR'S REFERENCE: 14192

DP 871817
 Registered 10-10-1997

This is sheet 2 of 3 of the plan of 3 sheets dated 15th SEPTEMBER 1997

Surveyor's signature: [Signature]
 Surveyor's name: [Name]
 Surveyor's address: [Address]

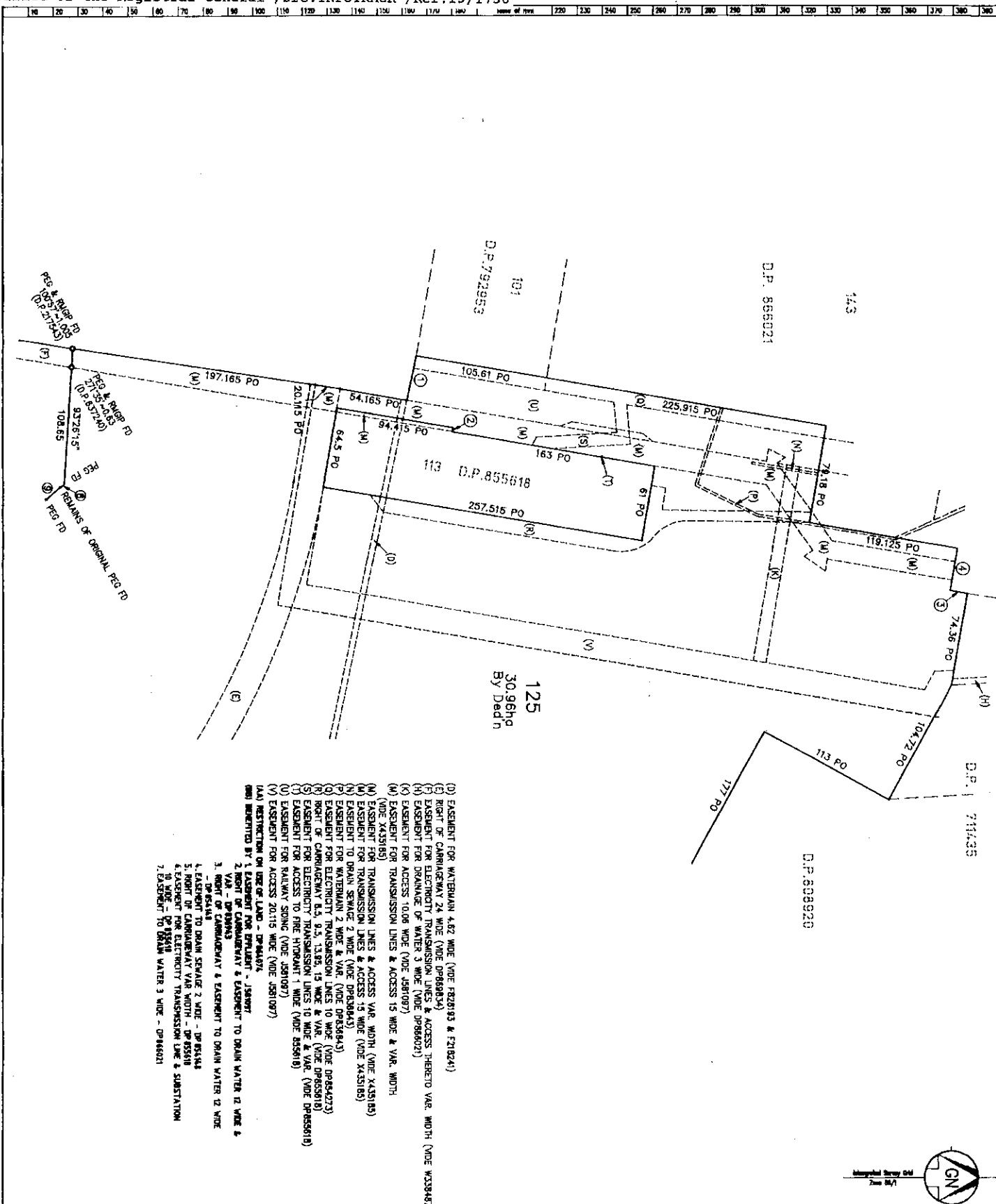
This is sheet 2 of 3 of the plan of 3 sheets dated 15th SEPTEMBER 1997

[Signature]

For the purpose of this plan, the area shown on this plan is the area shown on the plan of 3 sheets dated 15th SEPTEMBER 1997

PLAN FORM 3

To be used in conjunction with Plan Form 2



Registered 10-10-1997

15T SEPTEMBER 1997

This is about 3 of the plan of 3 sheets covered by my Certificate No. SF 96074 of W. D. 27

Consent Manager/authorized person

Reedus et al. 2000

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

Lengths are in metres

(Sheet 1 of 4 Sheets)

PART 1

Plan: DP 871817

Subdivision covered by Maitland
 City Council Subdivision Application
 No. 960763 OF 16-9-1997

Full name and address
 of proprietor of the
 land:

Rutherford Land Company Pty Ltd
 A.C.N. 072 406 494
 1st Floor, 59 Ridley Street,
 Charlestown

The Council of the City of Maitland

Full name and address
 of mortgagee of the
 land:

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

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

Easement for Drainage of
 Water 3 wide.

Schedule of lots affected.

Lots burdened

109
 110
 106
 105
 104
 103
 102
 101
 126
 118

Lots Benefited

108
 108,109
 107
 106,107
 105,106,107
 104,105,106,107
 103,104,105,106,107
 102,103,104,105,106,107
 101,102,103,104,105,106,107
 119

2.Identity of restrictions secondly
 referred to in abovementioned
 plan:

Restrictions on Use of Land

Schedule of lots affected.

Lots burdened

Each lot except lots 125,126

Lots Benefited

Every other lot

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



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

Lengths are in metres

(Sheet 2 of 4 Sheets)

Plan: DP 871817

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

Easement for Electricity
Substation variable width.

Schedule of lots affected.

Lots burdened

Authority Benefited

113

Energy Australia

PART 1A

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

Right of Carriageway 24 wide
and variable.(vide DP 869834)

Schedule of lots affected.

Lots burdened

Authority Benefited

Lot 2 DP 869834

Lot 1 DP 869834

PART 2

1. Terms of restrictions on use secondly referred to in abovementioned plan.

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



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

Lengths are in metres

(Sheet 3 of 4 sheets)

Plan: DP 871817

- (b) No building may without the prior written consent of Rutherford Land Company Pty Limited be erected or permitted to be remain erected on any Lot burdened with external walls:
- (i) of any sheeting or cladding of metal, fibrous concrete or timber unless such walls are painted;
 - (ii) or any masonry construction including but not limited to brick, concrete, lightweight concrete or stone unless such walls are face brick, exposed aggregate or painted.

2. Terms of Easement for Electricity Substation variable width thirdly referred to in abovementioned plan.

Reserving to and in favour of Energy Australia 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 Energy Australia 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.

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

Rutherford Land Company

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

Energy Australia

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





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/

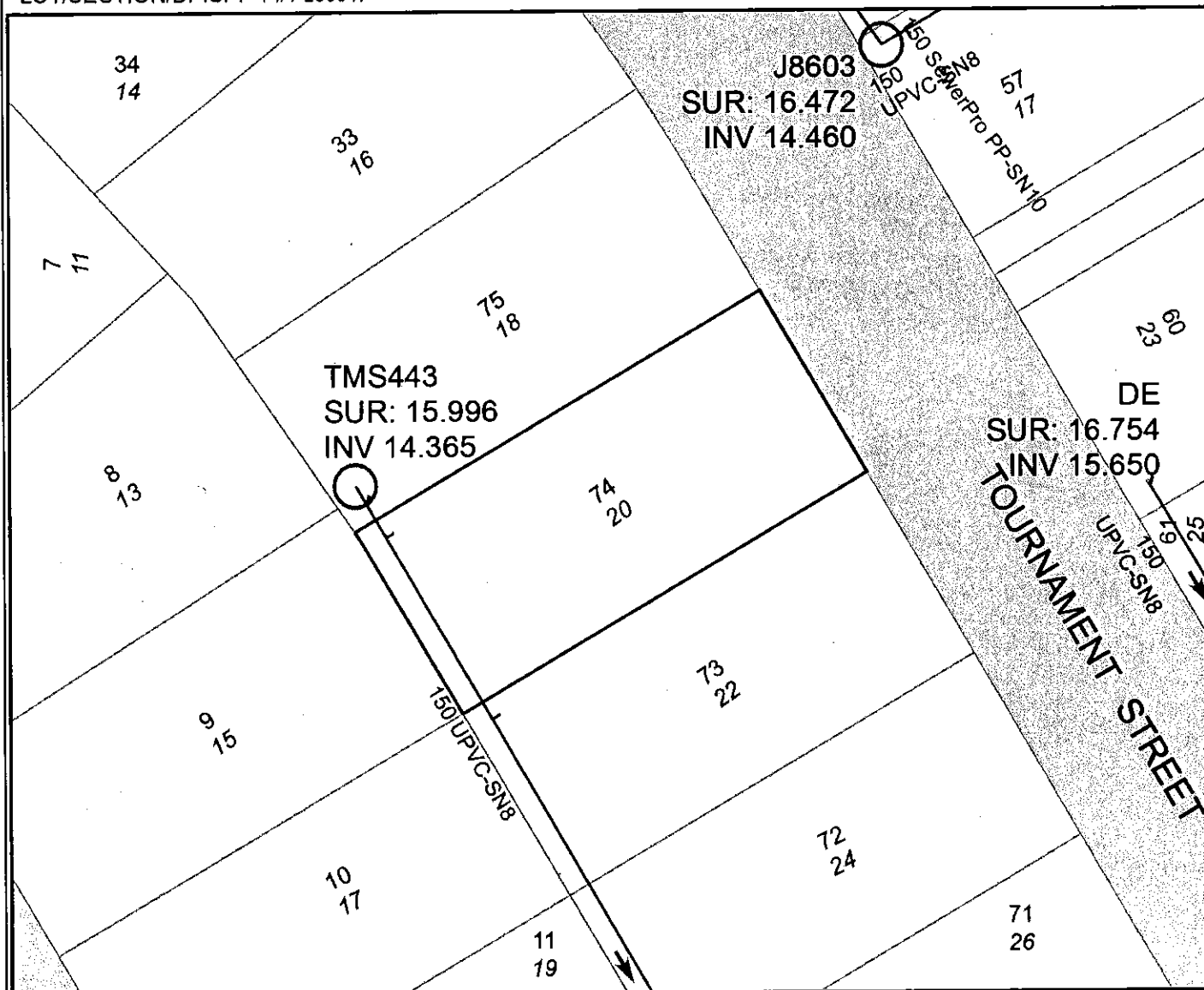
APPLICATION NO.: 8716525595

APPLICANT REF: M 19/1736

RATEABLE PREMISE NO.: 5540086239

PROPERTY ADDRESS: 20 TOURNAMENT ST RUTHERFORD 2320

LOT/SECTION/DP:SP: 74/ / 280047



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

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

IMPORTANT:

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

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

Date: 15/08/2019

Scale at A4: 1:500

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CONTOUR DATA © AAMHatch
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SEWER/WATER/RECYCLED WATER
UTILITY DATA
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