

SETTLEMENT ADJUSTMENT SHEET

Matter: SCDJ Pty Ltd atf the Kilpatrick Superannuation Fund and SR Tant Pty Ltd at **Adjustment:** 23 December 2020
Property: Suite C2 116 Tudor Street Hamilton 23030 **Settlement:** 23 December 2020

Purchase price	\$477,500.00
less deposit	\$47,750.00
Balance	\$429,750.00

Adjustments

		Vendor	Purchaser
Council rates	From 12/11/20 to 30/06/21 - \$1,000.00 Treated as unpaid - vendor allows 41/231 days	\$177.49	
Water rates	From 12/11/20 to 28/02/21 - \$250.00 Treated as unpaid - vendor allows 41/109 days	\$94.04	
Vendor allows	LRS Fees	\$146.40	
Strata Insurance	From 27/11/20 to 27/11/21 - \$16,841.22 Treated as paid - purchaser allows 339/366 days		\$307.30
Purchaser allows s.184 certificate			\$119.90
Land Tax	From 01/01/20 to 31/12/20 - \$1,000.00 Purchaser allows 8/366 days		\$21.86
GST on price			\$47,750.00
GST on purchaser adjustments			\$32.92
Totals		\$417.93	\$477,981.98
less amount payable by vendor			\$417.93
Balance due to Vendor			\$477,564.05

Additional costs:

Scott Ayerst Solicitor (as per attached invoice)		\$1,210.85
Stewart Title Insurance		\$0.00
Purchaser PEXA fee		\$114.07
Land Registry fees	2	\$146.40
Mortgagee PEXA fee	0	\$57.20
		\$0.00

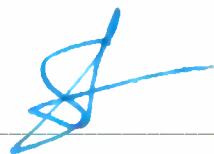
PEXA total required to settle **\$479,181.77**

To: SCDJ Pty Ltd and SR Tant Pty Ltd
L4 16A Bolton Street
Newcastle 2300

Inv No:72101831
23 December 2020
Our ref: SA:721018

tax invoice

Matter: - Purchase	\$Amount (ex GST)	GST	\$Amount (in GST)
To my professional costs of acting for you in the purchase of real estate including taking instructions, reviewing Contract for Sale, negotiating amendments, arranging exchange of Contracts, conducting and reviewing searches, preparing and reviewing requisitions on title, preparing settlement figures, uploading settlement and stamp duty information to PEXA workspace, correspondence with the agent, vendor's solicitor, your lender, PEXA, RevenueNSW and LRS and acting with all care, skill and conduct throughout:	\$1,090.91	\$109.09	\$1,200.00
Sub-total Professional Fees	\$1,090.91	\$109.09	\$1,200.00
Disbursements and Expenses			
Local Council and Authority searches, VOI, EDR	\$9.86	\$0.99	\$10.85
Admin and post	\$0.00	\$0.00	\$0.00
Sub-total Disbursements	\$9.86	\$0.99	\$10.85
Totals	\$1,100.77	\$110.08	\$1,210.85
less Trust Account balance to apply			\$0.00
Total Invoice			\$1,210.85
<p><i>No separate payment is required. This account will be paid at settlement from settlement funds.</i></p>			



For Scott Ayerst Solicitor

Stevens Holdings Pty Limited ABN 14 002 386 450

Suite 2, 257-259 Central Coast Highway, Erina NSW 2250

TAX INVOICE

Dated: 23 December 2020

TO: SCDJ Pty Ltd ACN 152 717 836 atf Kilpatrick Superannuation Fund
& SR Tant Pty Ltd ACN 634 749 438 atf the Tant Family Super Fund

Description: Sale of Suite C2, One14 Tudor Apartments, 116 Tudor Street, Hamilton
Lot 33 in Strata Plan 102286
pursuant to Contract of Sale dated 16 September 2020

Contract Price	\$477,500.00
Adjustments paid at settlement	\$329.16
GST on contract price and adjustments	\$47,782.92
Total:	\$525,612.08

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Gittins Property	Phone +61 400 222 044 Fax Ref Rick Gittins Email rick@gittinsproperty.com.au
co-agent		
vendor	Stevens Holdings Pty Limited ACN 002 386 450 Suite 2, 257-259 Central Coast Highway, Erina NSW 2250	
vendor's solicitor	DWF (Australia) Level 6, 18 Honeysuckle Drive, Newcastle NSW 2300 PO Box 2277, Dangar NSW 2309	Phone +61 2 4088 8600 Fax +61 2 4088 8688 Ref Alexander Wheeler Email Alexander.Wheeler@dwf.law
date for completion	See Special Condition 53	
land (Address, plan details And title reference)	Suite C2, One14 Tudor Apartments, 116 Tudor Street, Hamilton Being proposed Lot 33 in an unregistered Strata Plan of Subdivision of Lot 1 in Deposited Plan 1232442	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> commercial unit <input type="checkbox"/> carspace <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or 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	See Schedule of Inclusions		
purchaser	SCDJ Pty Ltd ACN 152 717 836 atf the Kilpatrick Superannuation Fund (as to a 60/100 share) SR Tant Pty Ltd ACN 634 749 438 atf the Tant Family Super Fund (as to a 40/100 share)		
purchaser's solicitor	Scott Ayerst Solicitor 4/16A Bolton Street Newcastle NSW 2300	Phone +61 423 555 609 Fax Ref Scott Ayerst Email Scott@sasolicitor.com.au	
price	\$477,500.00	(plus GST)	
deposit	\$47,750.00	(plus GST)	(10% of the price, unless otherwise stated)
balance	\$429,750.00	(plus GST)	
contract date	16/09/2020 (if not stated, the date this contract was made)		
buyer's agent			

See execution page

vendor

See execution page

witness

See execution page

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

See execution page

purchaser ☐ JOINT TENANTS ☒ tenants in common ☐ in unequal shares

witness

Choices

vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes
proposed electronic transaction (clause 30) ☐ No ☒ YES

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

land tax is adjustable ☐ NO ☒ yes
 GST: Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent
 margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

Purchaser must make an RW payment ☐ NO ☒ yes (if yes, vendor must provide further details)
 (Residential withholding payment)

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: Stevens Holdings Pty Limited

Supplier's ABN: 14 002 386 450

Supplier's business address: Suite 2, 257-259 Central Coast Highway, Erina NSW 2250

Supplier's email address: Jason@StevensGroup.com.au

Supplier's phone number: +61 2 4365 3351

Supplier's proportion of RW payment: \$0.00

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): \$47,750.00

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):

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

First National Real Estate The Entrance

263 The Entrance Rd, The Entrance NSW 2261

p: +61 2 4384 8700

List of Documents**General**

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☒ 3 unregistered plan of the land
- ☒ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 10.7(5) information included in that certificate
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 building certificate given under *legislation*
- ☐ 14 insurance certificate (Home Building Act 1989)
- ☐ 15 brochure or warning (Home Building Act 1989)
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 189

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

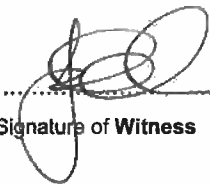
- ☐ 32 property certificate for strata common property
- ☒ 33 plan creating strata common property
- ☒ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 1989

Other

- ☒ 58 Floor Plans
- ☒ 59 Deed of Guarantee
- ☒ 60 schedule of inclusions

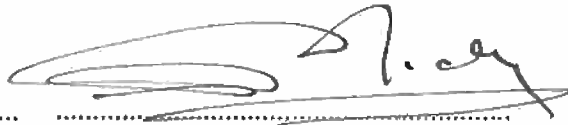
**EXECUTION PAGE
VENDOR**

Signed for and on behalf of **Stevens Holdings Pty Limited** ACN 002 386 450 by its attorney under a Power of Attorney dated 29 August 2018 and the Attorney declares that the Attorney has not received notice of the revocation of such Power of Attorney:



.....

Signature of **Witness**



.....

Signature of **Attorney**

Joanne Lee Blanch

.....

Mark Patrick Hickey

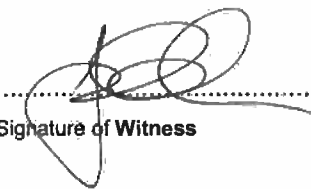
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Name of **Witness**

Suite 2, Level 6, 18
Honeysuckle Drive,
Newcastle NSW 2300

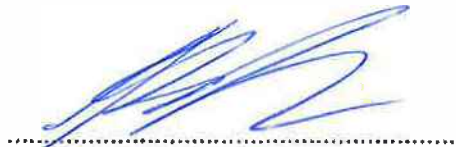
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Address of **Witness**



.....

Signature of **Witness**



.....

Signature of **Attorney**

Joanne Lee Blanch

.....

Alexander Brian Wheeler

.....

Name of **Witness**

Suite 2, Level 6, 18
Honeysuckle Drive,
Newcastle NSW 2300

.....

Address of **Witness**

**EXECUTED by SCDJ Pty Ltd ACN 152
717 836 in accordance with section
127 of the Corporations Act 2001
(Cth):**

Signature of Director/Secretary:



Name of Director/Secretary

Dene Jason Kilpatrick

Signature of Director:



Name of Director:

SARAH CARMEN KILPATRICK

**EXECUTION PAGE
PURCHASER**

**EXECUTED by SCDJ Pty Ltd ACN 152
717 836** In accordance with section 127
of the *Corporations Act 2001* (Cth):

Signature of Director/Secretary:

.....

Name of Director/Secretary

.....

Signature of Director:

.....

Name of Director:

.....

**EXECUTED by SR Tant Pty Ltd ACN
634 749 438** in accordance with section
127 of the *Corporations Act 2001* (Cth):

Signature of Director/Secretary:


.....

Name of Director/Secretary

SIMON TANT
.....

Signature of Director:


.....

Name of Director:

RAELENE TANT.
.....



STEVENS HOLDINGS PTY LIMITED

AND

SR TANT PTY LTD ACN 634 749 438

AND

SIMON CHRISTOPHER TANT

AND

RAELENE MAREE TANT

DEED OF GUARANTEE AND INDEMNITY

DWF (Australia)

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THIS DEED is dated

BETWEEN

- (1) **STEVENS HOLDINGS PTY LIMITED ACN 002 386 450** of Suite 2, 257-259 Central Coast Highway, Erina NSW 2250 (the "**Vendor**");
- (2) **SR TANT PTY LTD** of Level 4, 16A Bolton Street Newcastle NSW 2300 (the "**Purchaser**");
- (3) **Simon Christopher Tant** of 172 Laheys Creek Road Gulgong NSW 2852; and
- (4) **Raelene Maree Tant** of 172 Laheys Creek Road Gulgong NSW 2852, (together, the "**Guarantor**").

BACKGROUND

- (A) In order to induce the Vendor to enter into the Contract the Guarantor has agreed to give the guarantee and indemnity contained in this Deed.

TERMS AGREED

1. Definitions and interpretation

1.1 The following definitions apply unless the context requires otherwise:

"Authorised Officer"	any person whose title or acting title includes the word Manager or cognate expressions, or any secretary or director;
"Contract"	a contract dated _____ for the sale of the Property by the Vendor to the Purchaser for the Purchase Price and on the conditions set out therein;
"Law"	includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise;
"Liquidation"	includes official management, receivership, liquidation, provisional liquidation, compromise, arrangement, amalgamation, administration (voluntary or otherwise), reconstruction, winding up, dissolution, assignment for the benefit of creditors, arrangement or compromise with creditors, bankruptcy or death;
"Power"	a power, right or authority, discretion or remedy which is given to the Vendor by this Deed or by Law;
"Property"	the land noted on the front page of the Contract;
"Purchase Price"	has the same meaning as in the Contract;
"Sale Agreement"	(a) the Contract; or

- (b) any other agreement having substantially the same terms as the Contract.

1.2 Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

- 1.2.1 the singular includes the plural and the converse;
- 1.2.2 if there are two or more Guarantors, a reference to the **"Guarantor"** means **"each Guarantor"**;
- 1.2.3 a gender includes all genders;
- 1.2.4 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.2.5 a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- 1.2.6 **"clause"** means a clause of this Deed;
- 1.2.7 a reference to a party to this Deed or another agreement or document includes the party's successors and substitutes or assigns;
- 1.2.8 a reference to an agreement or document is to the agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Deed;
- 1.2.9 a reference to **"writing"** includes a facsimile transmission, and any means of reproducing words in a tangible and permanently visible form;
- 1.2.10 a reference to legislation or to a provision of legislation includes a modification, re-enactment of, or substitution for it and a regulation or statutory instrument issued under it;
- 1.2.11 a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- 1.2.12 a reference to conduct includes an omission, statement or undertaking, whether or not in writing;
- 1.2.13 a reference to **"includes"** or **"including"** means **"includes, without limitation,"** or **"including, without limitation,"** respectively;
- 1.2.14 unless stated otherwise, one provision does not limit the effect of another;
- 1.2.15 all obligations in this Deed or any other document are to be performed duly and punctually.

2. Guarantee

2.1 Guarantee

The Guarantor unconditionally and irrevocably guarantees to the Vendor:

- 2.1.1 the payment by the Purchaser of the Purchase Price and of all other money payable by the Purchaser to the Vendor under the Sale Agreement;
- 2.1.2 the performance and observance by the Purchaser of all its other obligations under the Sale Agreement; and
- 2.1.3 the payment by the Purchaser of any damages payable by the Purchaser for its failure or delay to fulfil any of its obligations under the Sale Agreement.

2.2 Payment

If the Purchaser defaults in:

- 2.2.1 the payment of the Purchase Price or any other amount due under the Sale Agreement (including the payment of any amount due to be paid by the Purchaser on completion of the Sale Agreement but which is not paid because, due to the default by the Purchaser, completion of the Sale Agreement has not taken place in accordance with its terms), the Guarantor shall on demand pay that amount to the Vendor; and/or
- 2.2.2 the performance and observance of any of the Purchaser's other obligations under the Sale Agreement,
- 2.2.3 the Guarantor shall on demand pay to the Vendor all losses, damages, expenses and costs which the Vendor is entitled to recover because of that default whether or not the Vendor has exercised or exhausted its remedies for their recovery from the Purchaser.

2.3 Liability unaffected by other events

The liability of the Guarantor is not affected by anything which but for this provision, might release, prejudicially affect or discharge him or in any way relieve the Guarantor from any obligation including the following (whether with or without the consent of the Guarantor):

- 2.3.1 the grant to the Purchaser and/or any other person of any time, waiver or other indulgence, or the discharge or release of them;
- 2.3.2 any transaction or arrangement that may take place between the Vendor and/or the Purchaser and/or any other person;
- 2.3.3 the Liquidation of the Purchaser and/or any other person;
- 2.3.4 the Vendor becoming a party to or bound by any compromise, moratorium, assignment of property, scheme or arrangement, composition of debts or scheme of reconstruction by or relating to the Purchaser and/or any other person;
- 2.3.5 the Vendor exercising or delaying or refraining from exercising any right, power or remedy given to it by Law or by the Sale Agreement or by any other document or agreement with the Purchaser and/or any other person;

- 2.3.6 the amendment, variation, novation, replacement, rescission, invalidity, extinguishment, repudiation, avoidance, unenforceability, frustration, failure, expiry, termination, loss, release, discharge, abandonment, assignment or transfer in whole or in part and with or without consideration, of the Sale Agreement at any time or of any right, obligation, power or remedy;
- 2.3.7 the failure by the Purchaser and/or any other person to notify either Guarantor of any default by the Purchaser and/or any other person under the Sale Agreement;
- 2.3.8 the Vendor obtaining a judgment against the Purchaser and/or any other person for the payment of any money under the Sale Agreement or any other document or agreement with the Vendor;
- 2.3.9 any legal limitation, disability, incapacity or other circumstance relating to the Purchaser, either Guarantor and/or any other person;
- 2.3.10 any change in circumstance (including of a person or in the members or constitution of a partnership); and
- 2.3.11 this Deed not being valid or executed by or binding on any person.

2.4 Principal and independent obligation

This clause 2 is a principal and independent obligation. Except for stamp duty purposes, it is not ancillary or secondary to another right or obligation.

2.5 No marshalling

The Vendor is not obliged to marshal or appropriate in favour of any Guarantor or to exercise, apply or recover:

- 2.5.1 any rights under the Sale Agreement, this Deed or any other document held by the Vendor at any time; or
- 2.5.2 any of the funds or assets that the Vendor may be entitled to receive or have a claim on.

2.6 No competition

Until all money under the Sale Agreement has been irrevocably paid in full no Guarantor is entitled:

- 2.6.1 to be subrogated to the Vendor or to claim the benefit of any security or guarantee held by the Vendor at any time; or
- 2.6.2 either directly or indirectly to prove in, claim or receive the benefit of, any distribution, dividend or payment relating to the Liquidation of the Purchaser and/or any other person who gives a guarantee or security in respect of that money;

- 2.6.3 the receipt of any distribution, dividend or other payment by the Vendor relating to any Liquidation will not prejudice its right to recover that money from the Purchaser and the Guarantor.

2.7 Suspense account

On the Liquidation of the Purchaser, the Guarantor authorises the Vendor:

- 2.7.1 to prove for all money received by the Vendor under this clause towards satisfaction of the money payable under the Sale Agreement;
- 2.7.2 to retain and to carry to a suspense account; and
- 2.7.3 to appropriate at the discretion of the Vendor,

any dividend received in the Liquidation of the Purchaser and/or any other person and any other money received in respect of the Sale Agreement (including those received under this clause), until the Vendor has been paid in full all money payable under the Sale Agreement.

2.8 Rescission or payment

Wherever for any reason (including under any Law relating to Liquidation, fiduciary obligations or the protection of creditors):

- 2.8.1 all or part of any transaction of any nature (including any payment or transfer) made before or after the completion of the Sale Agreement which relates in any way to the money payable under it is void, set aside or voidable;
- 2.8.2 any claim that anything contemplated by clause 2.8.1 is so is upheld, conceded or compromised;
- 2.8.3 the Vendor is required to return assets (or compensate for them) or repay any money received by it under that transaction;
- 2.8.4 the Vendor will immediately be entitled against the Guarantor to all rights in respect of the money payable under the Sale Agreement which it would have had if all or the relevant part of the transaction or receipt had not taken place. The Guarantor shall indemnify the Vendor on demand against any resulting loss, cost or expense. This clause continues to apply after the Sale Agreement is completed or is terminated.

2.9 Continuing guarantee

This Deed is a continuing guarantee and indemnity despite any settlement of account, intervening payment or anything else until all money payable under the Sale Agreement and this Deed is paid in full, and all the Purchaser's other obligations under the Sale Agreement are performed and observed.

3. Indemnity

As a separate and additional liability, the Guarantor indemnifies the Vendor in respect of:

- 3.1 all liability, including all actions, proceedings, judgments, damages, losses, costs and expenses of any nature, which may be incurred by, brought, made or recovered against the Vendor consequent on or arising directly or indirectly out of any default or delay by the Purchaser in the performance and observance of its obligations contained or implied in the Sale Agreement; and
- 3.2 any money payable under the Sale Agreement (including money which would have been money payable under the Sale Agreement if it were recoverable) which is not recoverable from the Purchaser for any reason, including any legal limitation, disability or incapacity affecting the Purchaser or an obligation in the Sale Agreement being or becoming unenforceable, void or illegal and whether or not:
 - 3.2.1 any transaction relating to that money was void or illegal or has been avoided; or
 - 3.2.2 anything relating to that transaction was or ought to have been known to the Vendor.

4. Variation

This Deed covers the Sale Agreement as amended, varied or replaced from time to time, whether or not with the consent of or notice to the Guarantor.

5. Waivers, remedies cumulative

- 5.1 No failure to exercise and no delay in exercising any Power by the Vendor operates as a waiver. Nor does any single or partial exercise of any Power preclude any other or further exercise of that Power or any other Power.
- 5.2 The Powers under this Deed are in addition to, and do not exclude or limit, any right, power or remedy provided by Law.

6. Severance

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Deed nor affect the validity or enforceability of that provision in any other jurisdiction.

7. Moratorium legislation

To the full extent permitted by Law all legislation which at any time directly or indirectly:

- 7.1 lessens, varies or affects in favour of the Guarantor any obligation under this Deed; or
- 7.2 delays, prevents or prejudicially affects the exercise by the Vendor of any right, power or remedy given by this Deed, is excluded from this Deed.

8. Costs and expenses

On demand the Guarantor shall indemnify the Vendor against any cost, charge, expense, liability, outgoing or payment which the Vendor may sustain or incur in relation to:

- 8.1 the preparation, execution, stamping and completion of this Deed; and
- 8.2 any actual or contemplated enforcement of, or the actual or contemplated exercise, preservation or consideration of any rights under, this Deed,
- 8.3 including in each case legal costs and expenses (including in-house lawyers charged at their usual rates) on a full indemnity basis.

9. Further assurances

Each party shall take all steps, execute all documents and do everything reasonably required by any other party to give effect to any of the transactions contemplated by this Deed.

10. Assignment

The Vendor may assign any of its rights under this Deed at any time, subject to the provisions of the Sale Agreement.

11. Notices

All notices, requests, demands, consents, approvals, agreements or other communications to or by a party to this Deed:

- 11.1 must be in writing;
- 11.2 must be signed by the sender or if the Vendor is a company, by an Authorised officer; and
- 11.3 will be taken to be duly given or made:
 - 11.3.1 (in the case of delivery in person or by post, facsimile transmission or cable) when delivered, received or left at the address of the recipient shown in this Deed or to any other address which it may have notified the sender; or
 - 11.3.2 (in the case of a telex) on receipt by the sender of the answerback code of the recipient at the end of transmission, but if delivery or receipt is on a day on which business is not generally carried on in the place to which the communication is sent or is later than 4:00pm (local time), it will be taken to have been duly given or made at the commencement of business on the next day on which business is generally carried on in that place.

12. Acknowledgement by Guarantors

The Guarantor confirms that:

- 12.1 he has not entered into this Deed in reliance on, or as a result of, any statement or conduct of any kind of or on behalf of the Vendor (including any advice, warranty, representation or undertaking); and
- 12.2 the Vendor is not obliged to do anything (including disclosing anything or giving advice), except as expressly set out in the Sale Agreement or in writing duly signed by or on behalf of the Vendor.

13. **Governing law and jurisdiction**

This Deed is governed by the laws of New South Wales. The Guarantor submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.

14. **Counterparts**

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

15. **Deed binding on signatories**

This Deed binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

Executed as a Deed.

EXECUTION PAGE

Signed for and on behalf of **Stevens Holdings Pty Limited** ACN 002 386 450 by its attorney under a Power of Attorney dated 29 August 2018 and the Attorney declares that the Attorney has not received notice of the revocation of such Power of Attorney:

.....
Signature of **Witness**

.....
Signature of **Attorney**

Mark Patrick Hickey

.....
Name of **Witness**

.....
Address of **Witness**

.....
Signature of **Witness**

.....
Signature of **Attorney**

Alexander Brian Wheeler

.....
Name of **Witness**

.....
Address of **Witness**

EXECUTED by SR TANT PTY LTD
ACN 634 749 438 in accordance with
section 127 of the Corporations Act 2001
(Cth):

Signature of Director/Secretary:



Name of Director/Secretary

SIMON TANT

Signature of Director:



Name of Director:

RAELENE TANT.

SIGNED, SEALED AND DELIVERED
by Simon Christopher Tant in the
presence of:



Signature of Witness



Signature of Simon Christopher Tant

MADELINE JACKSON

Name of Witness

167 Barneys Reef Rd, Gulgong

Address of Witness

SIGNED, SEALED AND DELIVERED
by Raelene Maree Tant in the presence
of:



Signature of Witness



Signature of Raelene Maree Tant

MADELINE JACKSON

Name of Witness

167 Barneys Reef Rd, Gulgong

Address of Witness



STEVENS HOLDINGS PTY LIMITED

AND

SCDJ Pty Ltd ACN 152 717 836

AND

DENE JASON KILPATRICK

AND

SARAH CARMEN KILPATRICK

DEED OF GUARANTEE AND INDEMNITY

DWF (Australia)

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THIS DEED is dated

BETWEEN

- (1) **STEVENS HOLDINGS PTY LIMITED ACN 002 386 450** of Suite 2, 257-259 Central Coast Highway, Erina NSW 2250 (the "**Vendor**");
- (2) **SCDJ Pty Ltd ACN 152 717 836** of Level 4, 16A Bolton Street Newcastle NSW 2300 (the "**Purchaser**");
- (3) **Dene Jason Kilpatrick** of 188 Lambton Road, New Lambton NSW 2305; and
- (4) **Sarah Carmen Kilpatrick** of 188 Lambton Road, New Lambton NSW 2305, (together, the "**Guarantor**").

BACKGROUND

- (A) In order to induce the Vendor to enter into the Contract the Guarantor has agreed to give the guarantee and indemnity contained in this Deed.

TERMS AGREED

1. Definitions and interpretation

- 1.1 The following definitions apply unless the context requires otherwise:

"Authorised Officer"	any person whose title or acting title includes the word Manager or cognate expressions, or any secretary or director;
"Contract"	a contract dated _____ for the sale of the Property by the Vendor to the Purchaser for the Purchase Price and on the conditions set out therein;
"Law"	includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise;
"Liquidation"	includes official management, receivership, liquidation, provisional liquidation, compromise, arrangement, amalgamation, administration (voluntary or otherwise), reconstruction, winding up, dissolution, assignment for the benefit of creditors, arrangement or compromise with creditors, bankruptcy or death;
"Power"	a power, right or authority, discretion or remedy which is given to the Vendor by this Deed or by Law;
"Property"	the land noted on the front page of the Contract;
"Purchase Price"	has the same meaning as in the Contract;
"Sale Agreement"	(a) the Contract; or

- (b) any other agreement having substantially the same terms as the Contract.

1.2 Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

- 1.2.1 the singular includes the plural and the converse;
- 1.2.2 if there are two or more Guarantors, a reference to the **"Guarantor"** means **"each Guarantor"**;
- 1.2.3 a gender includes all genders;
- 1.2.4 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.2.5 a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- 1.2.6 **"clause"** means a clause of this Deed;
- 1.2.7 a reference to a party to this Deed or another agreement or document includes the party's successors and substitutes or assigns;
- 1.2.8 a reference to an agreement or document is to the agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Deed;
- 1.2.9 a reference to **"writing"** includes a facsimile transmission, and any means of reproducing words in a tangible and permanently visible form;
- 1.2.10 a reference to legislation or to a provision of legislation includes a modification, re-enactment of, or substitution for it and a regulation or statutory instrument issued under it;
- 1.2.11 a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- 1.2.12 a reference to conduct includes an omission, statement or undertaking, whether or not in writing;
- 1.2.13 a reference to **"includes"** or **"including"** means **"includes, without limitation,"** or **"including, without limitation,"** respectively;
- 1.2.14 unless stated otherwise, one provision does not limit the effect of another;
- 1.2.15 all obligations in this Deed or any other document are to be performed duly and punctually.

2. Guarantee

2.1 Guarantee

The Guarantor unconditionally and irrevocably guarantees to the Vendor:

- 2.1.1 the payment by the Purchaser of the Purchase Price and of all other money payable by the Purchaser to the Vendor under the Sale Agreement;
- 2.1.2 the performance and observance by the Purchaser of all its other obligations under the Sale Agreement; and
- 2.1.3 the payment by the Purchaser of any damages payable by the Purchaser for its failure or delay to fulfil any of its obligations under the Sale Agreement.

2.2 Payment

If the Purchaser defaults in:

- 2.2.1 the payment of the Purchase Price or any other amount due under the Sale Agreement (including the payment of any amount due to be paid by the Purchaser on completion of the Sale Agreement but which is not paid because, due to the default by the Purchaser, completion of the Sale Agreement has not taken place in accordance with its terms), the Guarantor shall on demand pay that amount to the Vendor; and/or
- 2.2.2 the performance and observance of any of the Purchaser's other obligations under the Sale Agreement,
- 2.2.3 the Guarantor shall on demand pay to the Vendor all losses, damages, expenses and costs which the Vendor is entitled to recover because of that default whether or not the Vendor has exercised or exhausted its remedies for their recovery from the Purchaser.

2.3 Liability unaffected by other events

The liability of the Guarantor is not affected by anything which but for this provision, might release, prejudicially affect or discharge him or in any way relieve the Guarantor from any obligation including the following (whether with or without the consent of the Guarantor):

- 2.3.1 the grant to the Purchaser and/or any other person of any time, waiver or other indulgence, or the discharge or release of them;
- 2.3.2 any transaction or arrangement that may take place between the Vendor and/or the Purchaser and/or any other person;
- 2.3.3 the Liquidation of the Purchaser and/or any other person;
- 2.3.4 the Vendor becoming a party to or bound by any compromise, moratorium, assignment of property, scheme or arrangement, composition of debts or scheme of reconstruction by or relating to the Purchaser and/or any other person;
- 2.3.5 the Vendor exercising or delaying or refraining from exercising any right, power or remedy given to it by Law or by the Sale Agreement or by any other document or agreement with the Purchaser and/or any other person;

- 2.3.6 the amendment, variation, novation, replacement, rescission, invalidity, extinguishment, repudiation, avoidance, unenforceability, frustration, failure, expiry, termination, loss, release, discharge, abandonment, assignment or transfer in whole or in part and with or without consideration, of the Sale Agreement at any time or of any right, obligation, power or remedy;
- 2.3.7 the failure by the Purchaser and/or any other person to notify either Guarantor of any default by the Purchaser and/or any other person under the Sale Agreement;
- 2.3.8 the Vendor obtaining a judgment against the Purchaser and/or any other person for the payment of any money under the Sale Agreement or any other document or agreement with the Vendor;
- 2.3.9 any legal limitation, disability, incapacity or other circumstance relating to the Purchaser, either Guarantor and/or any other person;
- 2.3.10 any change in circumstance (including of a person or in the members or constitution of a partnership); and
- 2.3.11 this Deed not being valid or executed by or binding on any person.

2.4 Principal and Independent obligation

This clause 2 is a principal and independent obligation. Except for stamp duty purposes, it is not ancillary or secondary to another right or obligation.

2.5 No marshalling

The Vendor is not obliged to marshal or appropriate in favour of any Guarantor or to exercise, apply or recover:

- 2.5.1 any rights under the Sale Agreement, this Deed or any other document held by the Vendor at any time; or
- 2.5.2 any of the funds or assets that the Vendor may be entitled to receive or have a claim on.

2.6 No competition

Until all money under the Sale Agreement has been irrevocably paid in full no Guarantor is entitled:

- 2.6.1 to be subrogated to the Vendor or to claim the benefit of any security or guarantee held by the Vendor at any time; or
- 2.6.2 either directly or indirectly to prove in, claim or receive the benefit of, any distribution, dividend or payment relating to the Liquidation of the Purchaser and/or any other person who gives a guarantee or security in respect of that money;

2.6.3 the receipt of any distribution, dividend or other payment by the Vendor relating to any Liquidation will not prejudice its right to recover that money from the Purchaser and the Guarantor.

2.7 Suspense account

On the Liquidation of the Purchaser, the Guarantor authorises the Vendor:

2.7.1 to prove for all money received by the Vendor under this clause towards satisfaction of the money payable under the Sale Agreement;

2.7.2 to retain and to carry to a suspense account; and

2.7.3 to appropriate at the discretion of the Vendor,

any dividend received in the Liquidation of the Purchaser and/or any other person and any other money received in respect of the Sale Agreement (including those received under this clause), until the Vendor has been paid in full all money payable under the Sale Agreement.

2.8 Rescission or payment

Wherever for any reason (including under any Law relating to Liquidation, fiduciary obligations or the protection of creditors):

2.8.1 all or part of any transaction of any nature (including any payment or transfer) made before or after the completion of the Sale Agreement which relates in any way to the money payable under it is void, set aside or voidable;

2.8.2 any claim that anything contemplated by clause 2.8.1 is so is upheld, conceded or compromised;

2.8.3 the Vendor is required to return assets (or compensate for them) or repay any money received by it under that transaction;

2.8.4 the Vendor will immediately be entitled against the Guarantor to all rights in respect of the money payable under the Sale Agreement which it would have had if all or the relevant part of the transaction or receipt had not taken place. The Guarantor shall indemnify the Vendor on demand against any resulting loss, cost or expense. This clause continues to apply after the Sale Agreement is completed or is terminated.

2.9 Continuing guarantee

This Deed is a continuing guarantee and indemnity despite any settlement of account, intervening payment or anything else until all money payable under the Sale Agreement and this Deed is paid in full, and all the Purchaser's other obligations under the Sale Agreement are performed and observed.

3. Indemnity

As a separate and additional liability, the Guarantor indemnifies the Vendor in respect of:

- 3.1 all liability, including all actions, proceedings, judgments, damages, losses, costs and expenses of any nature, which may be incurred by, brought, made or recovered against the Vendor consequent on or arising directly or indirectly out of any default or delay by the Purchaser in the performance and observance of its obligations contained or implied in the Sale Agreement; and
- 3.2 any money payable under the Sale Agreement (including money which would have been money payable under the Sale Agreement if it were recoverable) which is not recoverable from the Purchaser for any reason, including any legal limitation, disability or incapacity affecting the Purchaser or an obligation in the Sale Agreement being or becoming unenforceable, void or illegal and whether or not:
 - 3.2.1 any transaction relating to that money was void or illegal or has been avoided; or
 - 3.2.2 anything relating to that transaction was or ought to have been known to the Vendor.

4. Variation

This Deed covers the Sale Agreement as amended, varied or replaced from time to time, whether or not with the consent of or notice to the Guarantor.

5. Waivers, remedies cumulative

- 5.1 No failure to exercise and no delay in exercising any Power by the Vendor operates as a waiver. Nor does any single or partial exercise of any Power preclude any other or further exercise of that Power or any other Power.
- 5.2 The Powers under this Deed are in addition to, and do not exclude or limit, any right, power or remedy provided by Law.

6. Severance

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Deed nor affect the validity or enforceability of that provision in any other jurisdiction.

7. Moratorium legislation

To the full extent permitted by Law all legislation which at any time directly or indirectly:

- 7.1 lessens, varies or affects in favour of the Guarantor any obligation under this Deed; or
- 7.2 delays, prevents or prejudicially affects the exercise by the Vendor of any right, power or remedy given by this Deed, is excluded from this Deed.

8. Costs and expenses

On demand the Guarantor shall indemnify the Vendor against any cost, charge, expense, liability, outgoing or payment which the Vendor may sustain or incur in relation to:

- 8.1 the preparation, execution, stamping and completion of this Deed; and
- 8.2 any actual or contemplated enforcement of, or the actual or contemplated exercise, preservation or consideration of any rights under, this Deed,
- 8.3 including in each case legal costs and expenses (including in-house lawyers charged at their usual rates) on a full indemnity basis.

9. Further assurances

Each party shall take all steps, execute all documents and do everything reasonably required by any other party to give effect to any of the transactions contemplated by this Deed.

10. Assignment

The Vendor may assign any of its rights under this Deed at any time, subject to the provisions of the Sale Agreement.

11. Notices

All notices, requests, demands, consents, approvals, agreements or other communications to or by a party to this Deed:

- 11.1 must be in writing;
- 11.2 must be signed by the sender or if the Vendor is a company, by an Authorised officer; and
- 11.3 will be taken to be duly given or made:
 - 11.3.1 (in the case of delivery in person or by post, facsimile transmission or cable) when delivered, received or left at the address of the recipient shown in this Deed or to any other address which it may have notified the sender; or
 - 11.3.2 (in the case of a telex) on receipt by the sender of the answerback code of the recipient at the end of transmission, but if delivery or receipt is on a day on which business is not generally carried on in the place to which the communication is sent or is later than 4:00pm (local time), it will be taken to have been duly given or made at the commencement of business on the next day on which business is generally carried on in that place.

12. Acknowledgement by Guarantors

The Guarantor confirms that:

- 12.1 he has not entered into this Deed in reliance on, or as a result of, any statement or conduct of any kind of or on behalf of the Vendor (including any advice, warranty, representation or undertaking); and
- 12.2 the Vendor is not obliged to do anything (including disclosing anything or giving advice), except as expressly set out in the Sale Agreement or in writing duly signed by or on behalf of the Vendor.

13. Governing law and jurisdiction

This Deed is governed by the laws of New South Wales. The Guarantor submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.

14. Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

15. Deed binding on signatories

This Deed binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

Executed as a Deed.

EXECUTION PAGE

Signed for and on behalf of **Stevens Holdings Pty Limited** ACN 002 386 450 by its attorney under a Power of Attorney dated 29 August 2018 and the Attorney declares that the Attorney has not received notice of the revocation of such Power of Attorney:

.....
Signature of **Witness**

.....
Signature of **Attorney**

Mark Patrick Hickey
.....

.....
Name of **Witness**

.....
Address of **Witness**

.....
Signature of **Witness**

.....
Signature of **Attorney**

Alexander Brian Wheeler
.....

.....
Name of **Witness**

.....
Address of **Witness**

**EXECUTED by SCDJ Pty Ltd ACN 152
717 836 in accordance with section
127 of the Corporations Act 2001
(Cth):**

Signature of Director/Secretary:



Name of Director/Secretary

Dene Jason Kilpatrick

Signature of Director:




Name of Director:

SARAH CARMEN KILPATRICK

SIGNED, SEALED AND DELIVERED
by Dene Jason Kilpatrick in the
presence of:



.....
Signature of Witness



.....
Signature of Dene Jason Kilpatrick

Jillian Dwyer
.....
Name of Witness

Level 4 16A Bolton St Newcastle
.....
Address of Witness

SIGNED, SEALED AND DELIVERED
by Sarah Carmen Kilpatrick in the
presence of:



.....
Signature of Witness



.....
Signature of Sarah Carmen Kilpatrick

Jillian Dwyer
.....
Name of Witness

Level 4 16A Bolton St Newcastle
.....
Address of Witness

APPENDIX D
Schedule of Finishes

One14 Tudor Hamilton

COMMERCIAL VENDOR WORKS – C.02

COLD SHELL

- Electrical DBs - C.02 – 63A
- Hydraulic – Cold Water, connection from basement
- Gas supply, connection from basement if required.
- Floor finish – Concrete Slab
- Ceiling height
 - o C.02 – 2.5m to 2.8m
- Ceiling type – no ceiling allowed
- Air Conditioning (provision for future installation)
- Door Entry Key
- Windows installed
- Tenancy walls included.

APPENDIX E
Standard Requisitions

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the Property 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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. 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.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 on the Property? 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 on the Property? 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 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

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

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

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

Owners Corporation management

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

Capacity

45. 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

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. 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.
48. 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.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

APPENDIX F

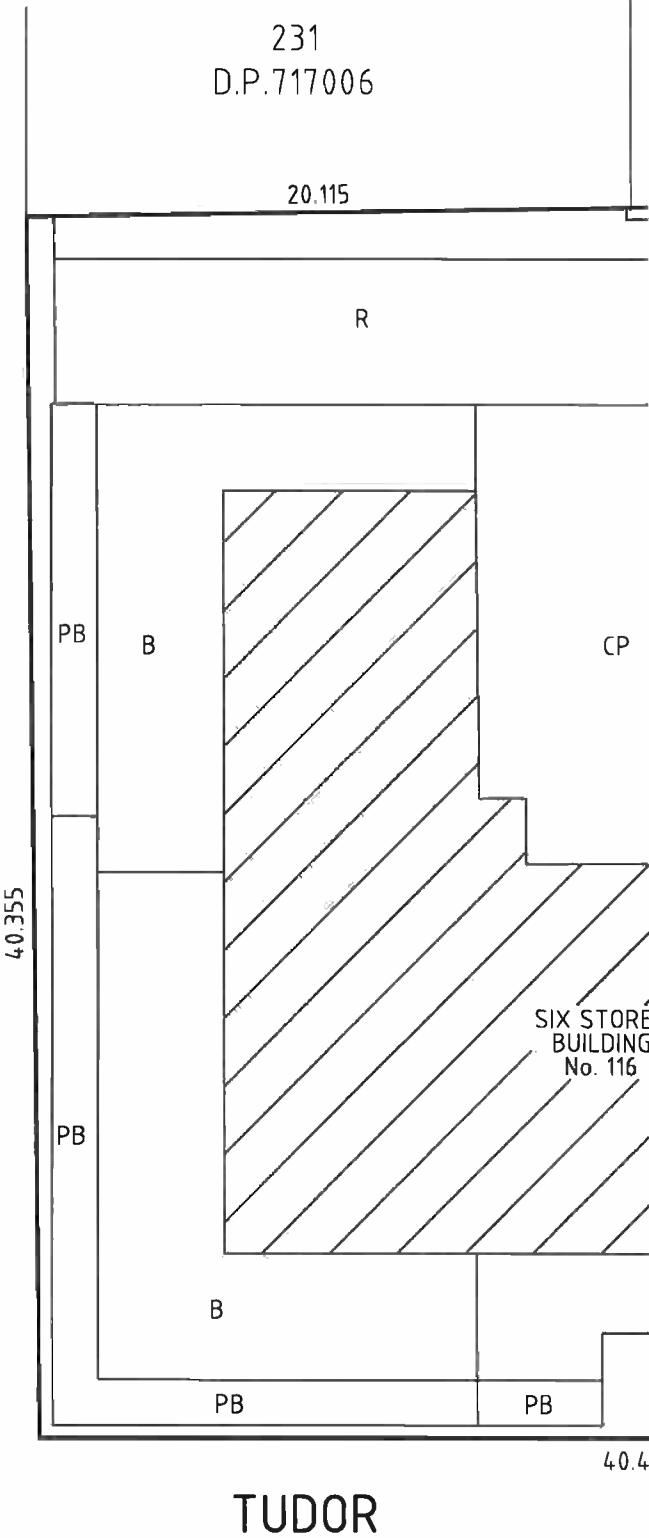
Strata Plan

PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE NSW LAND REGISTRY SERVICES, SYDNEY.

LOCATION

STREET
CHAUCER



Areas have been deduced from electronic plans prepared by: EJE ARCHITECTURE
project No: 11695
Dwg No's: A-099 TO A-104
Dated: 11/03/2020
Rev: 3
ANY REVISION OF THE ABOVE PLANS AFFECTING THE AREAS SHOULD BE NOTIFIED TO THE SURVEYOR IN WRITING.

Surveyor: CLAYTON MANNING LLOYD COLBERT
de Witt Consulting

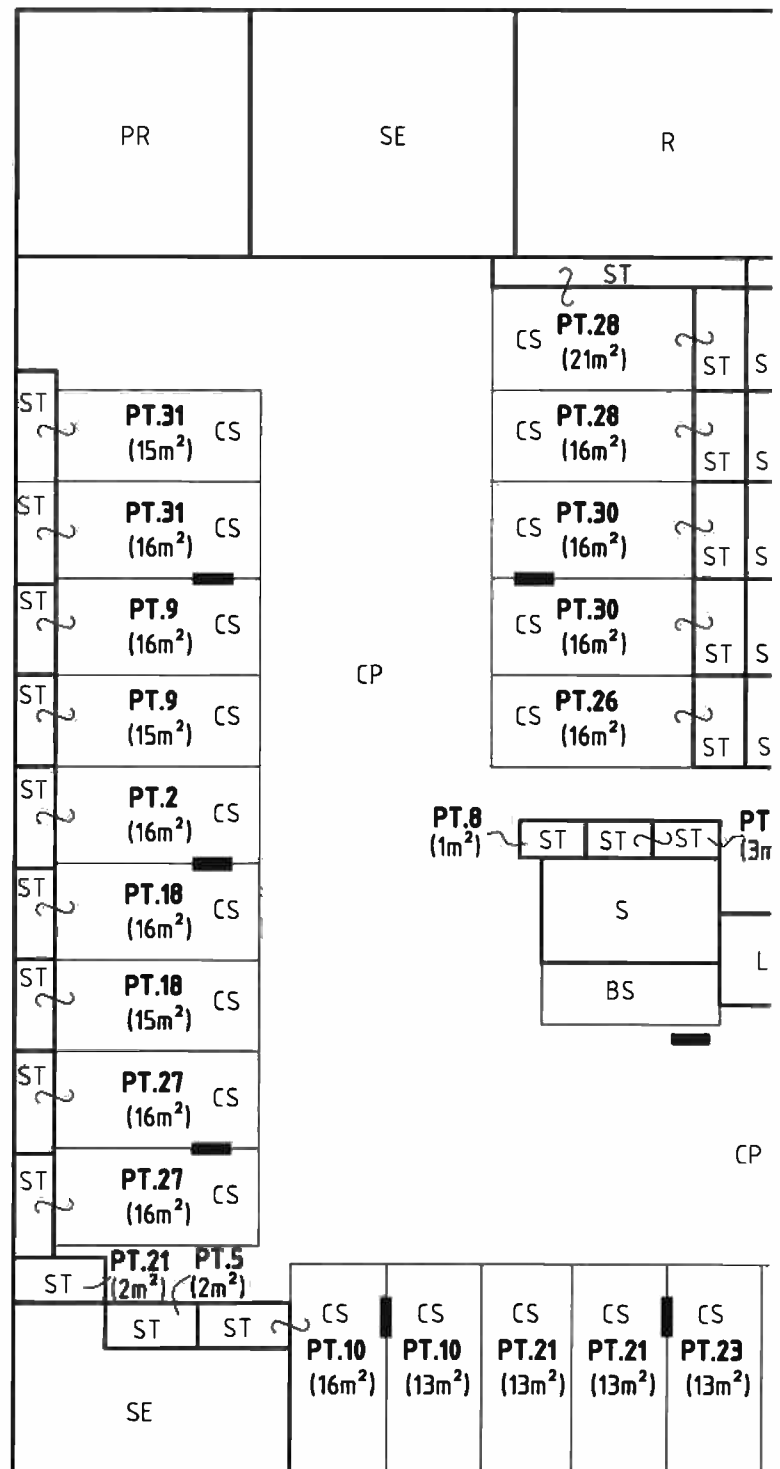
Date: ----

Surveyor's Ref: 10542-SP

PLAN OF SUBDIVISION OF LOT 1 D.P.1232442

PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE NSW LAND REGISTRY SERVICES, SYDNEY.

BASEMENT

Areas have been deduced from electronic plans prepared by: EJE ARCHITECTURE

project No: 11695

Dwg No's: A-099 TO A-104

Dated: 11/03/2020

Rev: 3

ANY REVISION OF THE ABOVE PLANS AFFECTING THE AREAS SHOULD BE NOTIFIED TO THE SURVEYOR IN WRITING.

Surveyor: CLAYTON MANNING LLOYD COLBERT
de Witt Consulting

Date: ----

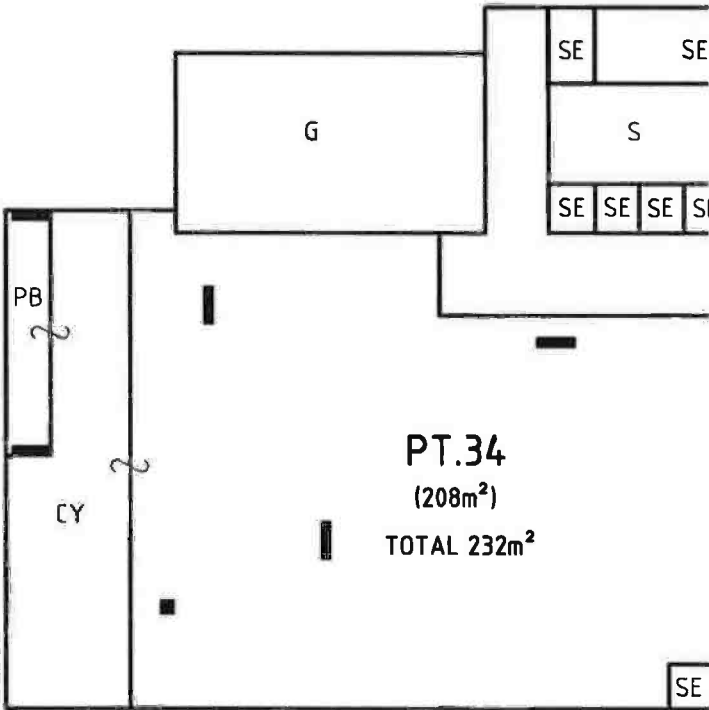
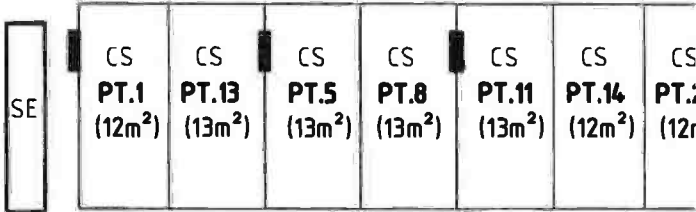
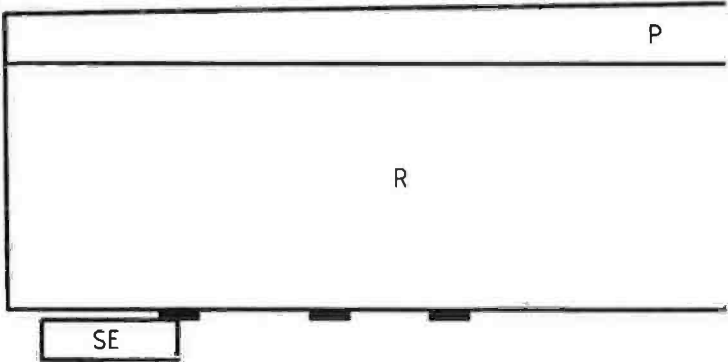
Surveyor's Ref: 10542-SP

PLAN OF SUBDIVISION OF LOT 1 D.P.1232442

PRELIMINARY ONLY

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FLOOR PLAN -



Areas have been deduced from electronic plans prepared by: EJE ARCHITECTURE
project No: 11695
Dwg No's: A-099 TO A-104
Dated: 11/03/2020
Rev: 3
ANY REVISION OF THE ABOVE PLANS AFFECTING THE AREAS SHOULD BE NOTIFIED TO THE SURVEYOR IN WRITING.

Surveyor: CLAYTON MANNING LLOYD COLBERT
de Witt Consulting

Date: ---

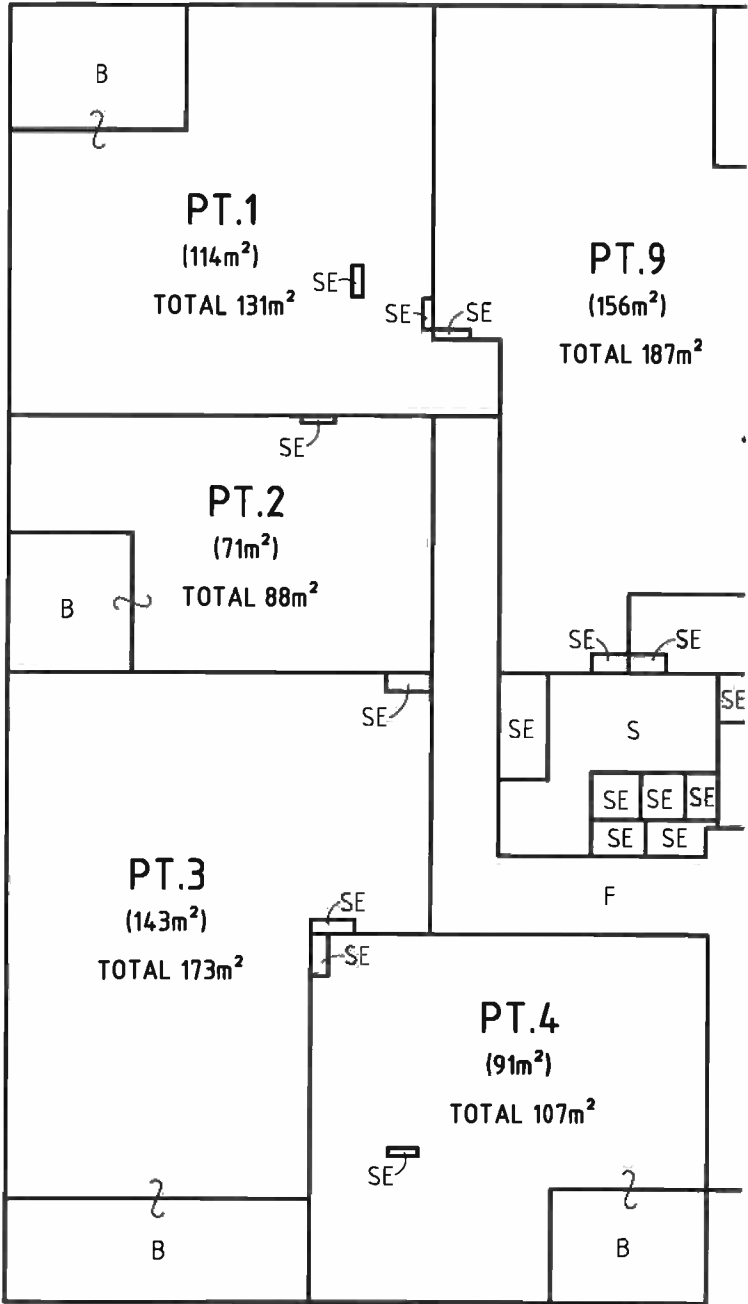
Surveyor's Ref: 10542-SP

PLAN OF SUBDIVISION OF LOT 1 D.P.1232442

PRELIMINARY ONLY

FLOOR PLAN -

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Areas have been deduced from electronic plans prepared by: EJE ARCHITECTURE project No: 11695 Dwg No's: A-099 TO A-104 Dated: 11/03/2020 Rev: 3 ANY REVISION OF THE ABOVE PLANS AFFECTING THE AREAS SHOULD BE NOTIFIED TO THE SURVEYOR IN WRITING.

Surveyor: CLAYTON MANNING LLOYD COLBERT de Witt Consulting

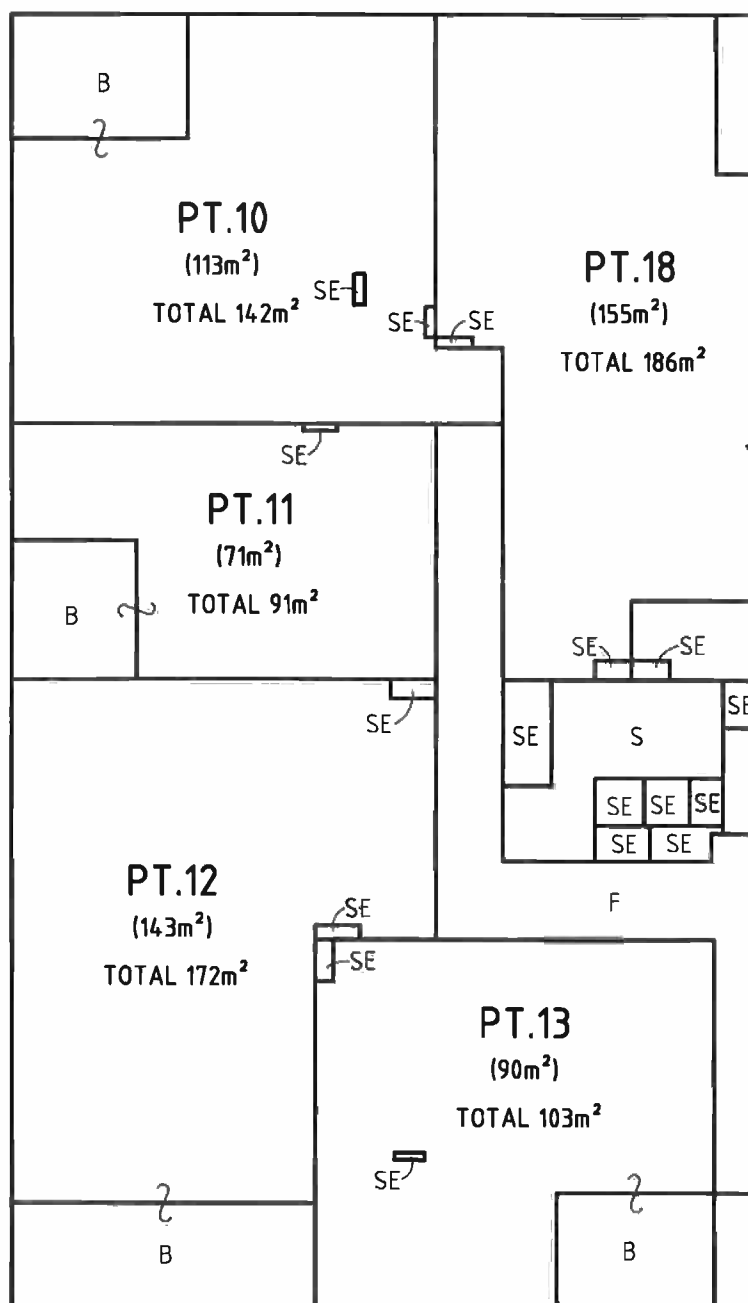
Date: ----

Surveyor's Ref: 10542-SP

PLAN OF SUBDIVISION OF LOT 1 D.P.1232442

PRELIMINARY ONLY

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FLOOR PLAN -

Areas have been deduced from electronic plans prepared by: EJE ARCHITECTURE

project No: 11695

Dwg No's: A-099 TO A-104

Dated: 11/03/2020

Rev: 3

ANY REVISION OF THE ABOVE PLANS AFFECTING THE AREAS SHOULD BE NOTIFIED TO THE SURVEYOR IN WRITING.

Surveyor: CLAYTON MANNING LLOYD COLBERT
de Witt Consulting

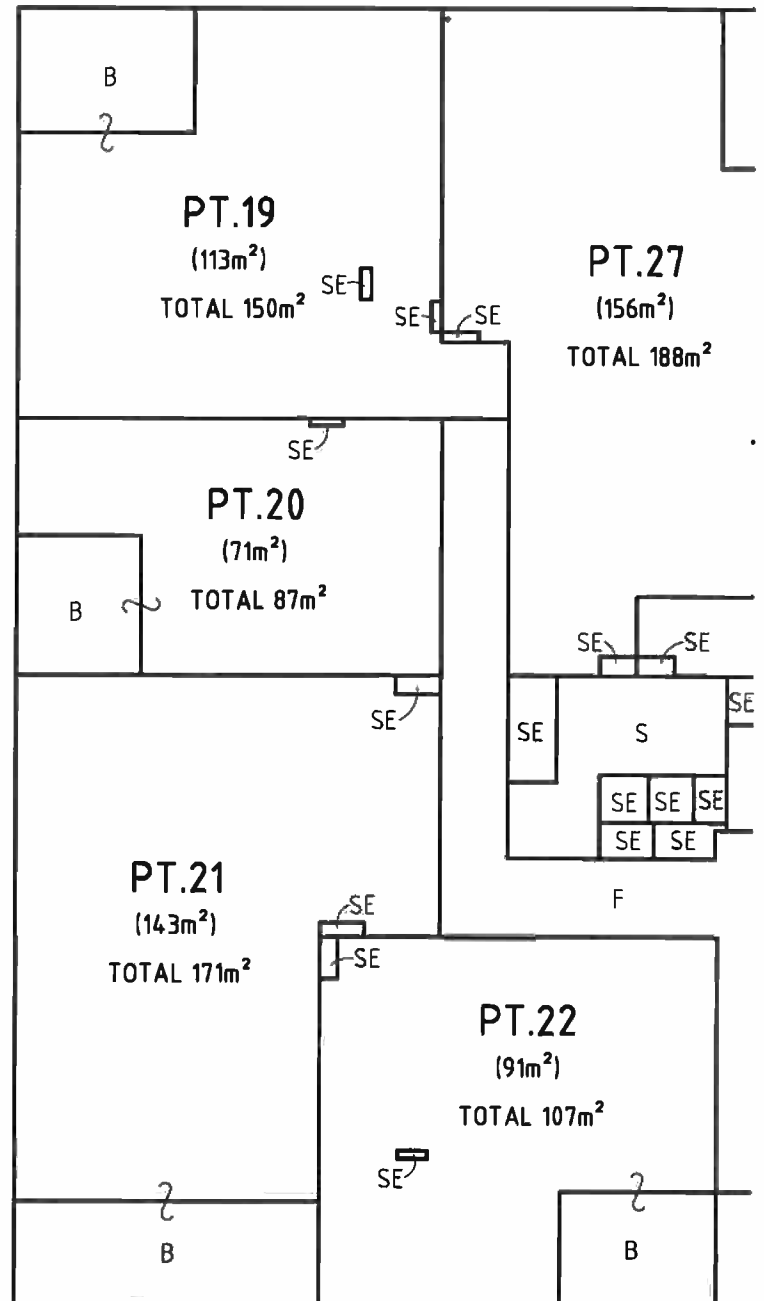
Date: ----

Surveyor's Ref: 10542-SP

PLAN OF SUBDIVISION OF LOT 1 D.P.1232442

PRELIMINARY ONLY

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FLOOR PLAN -

Areas have been deduced from electronic plans prepared by: EJE ARCHITECTURE

project No: 11695

Dwg No's: A-099 TO A-104

Dated: 11/03/2020

Rev: 3

ANY REVISION OF THE ABOVE PLANS AFFECTING THE AREAS SHOULD BE NOTIFIED TO THE SURVEYOR IN WRITING.

Surveyor: CLAYTON MANNING LLOYD COLBERT
de Witt Consulting

Date: ----

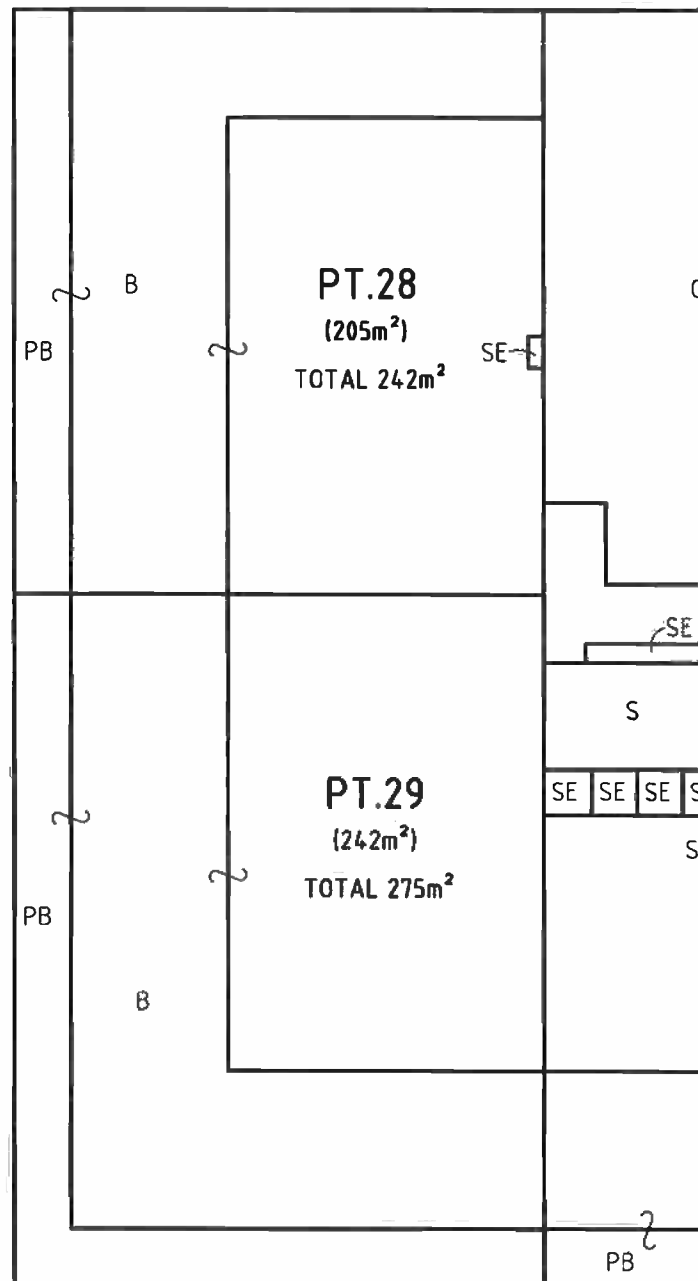
Surveyor's Ref: 10542-SP

PLAN OF SUBDIVISION OF LOT 1 D.P.1232442

PRELIMINARY ONLY

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FLOOR PLAN -



Areas have been deduced from electronic plans prepared by: EJE ARCHITECTURE

project No: 11695

Dwg No's: A-099 TO A-104

Dated: 11/03/2020

Rev: 3

ANY REVISION OF THE ABOVE PLANS AFFECTING THE AREAS SHOULD BE NOTIFIED TO THE SURVEYOR IN WRITING.

Surveyor: CLAYTON MANNING LLOYD COLBERT
de Witt Consulting

Date: ----

Surveyor's Ref: 10542-SP

PLAN OF SUBDIVISION OF LOT 1 D.P.1232442

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:		<u>PRELIMINARY ONLY</u> THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE NSW LAND REGISTRY SERVICES, SYDNEY.
PLAN OF SUBDIVISION OF LOT 1 D.P.1232442		LGA: NEWCASTLE Locality: HAMILTON Parish: NEWCASTLE County: NORTHUMBERLAND
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents 116 TUDOR STREET HAMILTON NSW 2303 Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.
Surveyor's Certificate I, <u>CLAYTON MANNING LLOYD COLBERT</u> of <u>de Witt Consulting, P.O. Box 850 CHARLESTOWN 2290</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature: Date: Surveyor ID: <u>8939</u> Surveyor's Reference: <u>10542-SP</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Accredited Certifier) I, being an Accredited Certifier, accreditation number, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s)^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: Relevant Planning Approval No: issued by: Signature: Date: ^ Insert lot numbers of proposed utility lots.
* Strike through if inapplicable.		

Office Use Only

Office Use Only

Registered:

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COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION,
FINAL SURVEY AND REGISTRATION AT THE NSW LAND
REGISTRY SERVICES, SYDNEY.

VALUER'S CERTIFICATE

I, * of
being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of
having membership with:

Professional Body:

Class of membership:

Membership number:

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

Signature: Date:

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
CP		18	
1		19	
2		20	
3		21	
4		22	
5		23	
6		24	
7		25	
8		26	
9		27	
10		28	
11		29	
12		30	
13		31	
14		32	
15		33	
16		34	
17		AGGREGATE	

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Registered:

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FINAL SURVEY AND REGISTRATION AT THE NSW LAND
REGISTRY SERVICES, SYDNEY.

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

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

STREET ADDRESS SCHEDULE					
LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP		116	TUDOR	STREET	HAMILTON
1	101	116	TUDOR	STREET	HAMILTON
2	102	116	TUDOR	STREET	HAMILTON
3	103	116	TUDOR	STREET	HAMILTON
4	104	116	TUDOR	STREET	HAMILTON
5	105	116	TUDOR	STREET	HAMILTON
6	106	116	TUDOR	STREET	HAMILTON
7	107	116	TUDOR	STREET	HAMILTON
8	108	116	TUDOR	STREET	HAMILTON
9	109	116	TUDOR	STREET	HAMILTON
10	201	116	TUDOR	STREET	HAMILTON
11	202	116	TUDOR	STREET	HAMILTON
12	203	116	TUDOR	STREET	HAMILTON
13	204	116	TUDOR	STREET	HAMILTON
14	205	116	TUDOR	STREET	HAMILTON
15	206	116	TUDOR	STREET	HAMILTON
16	207	116	TUDOR	STREET	HAMILTON
17	208	116	TUDOR	STREET	HAMILTON
18	209	116	TUDOR	STREET	HAMILTON
19	301	116	TUDOR	STREET	HAMILTON
20	302	116	TUDOR	STREET	HAMILTON
21	303	116	TUDOR	STREET	HAMILTON
22	304	116	TUDOR	STREET	HAMILTON
23	305	116	TUDOR	STREET	HAMILTON
24	306	116	TUDOR	STREET	HAMILTON
25	307	116	TUDOR	STREET	HAMILTON
26	308	116	TUDOR	STREET	HAMILTON
27	309	116	TUDOR	STREET	HAMILTON
28	401	116	TUDOR	STREET	HAMILTON
29	402	116	TUDOR	STREET	HAMILTON
30	403	116	TUDOR	STREET	HAMILTON
31	404	116	TUDOR	STREET	HAMILTON
32	1	116	TUDOR	STREET	HAMILTON
33	2	116	TUDOR	STREET	HAMILTON
34	3	116	TUDOR	STREET	HAMILTON

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet4 of 5 sheet(s)
Office Use Only	Office Use Only	
Registered:	<div>PRELIMINARY ONLY</div> <div>THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE NSW LAND REGISTRY SERVICES, SYDNEY.</div>	
<div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals - see section 22 <i>Strata Schemes Development Act 2015</i>		
<div>EXECUTED BY STEVENS HOLDINGS PTY LIMITED</div> <div>ACN - 002 386 450</div> <div>IN ACCORDANCE WITH SECTION 127 OF THE CORPORATIONS ACT, 2001.</div>		
<div>SIGNATURE</div>		<div>SIGNATURE</div>
<div>NAME</div>		<div>NAME</div>
<div>POSITION</div>		<div>POSITION</div>
<div>Surveyor's Reference: 10542-SP</div>		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet5 of 5 sheet(s)
Office Use Only	Office Use Only	Office Use Only
Registered:	<div>PRELIMINARY ONLY</div> <div>THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE NSW LAND REGISTRY SERVICES, SYDNEY.</div>	
<div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals - see section 22 <i>Strata Schemes Development Act 2015</i>		
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED		
Surveyor's Reference: 10542-SP		

APPENDIX G
Vendor Disclosures



FOLIO: 1/1232442

SEARCH DATE	TIME	EDITION NO	DATE
31/7/2018	3:53 PM	2	4/10/2017

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING
GROUP LIMITED.

LAND

LOT 1 IN DEPOSITED PLAN 1232442
AT HAMILTON
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1232442

FIRST SCHEDULE

STEVENS HOLDINGS PTY LIMITED (T AM773569)

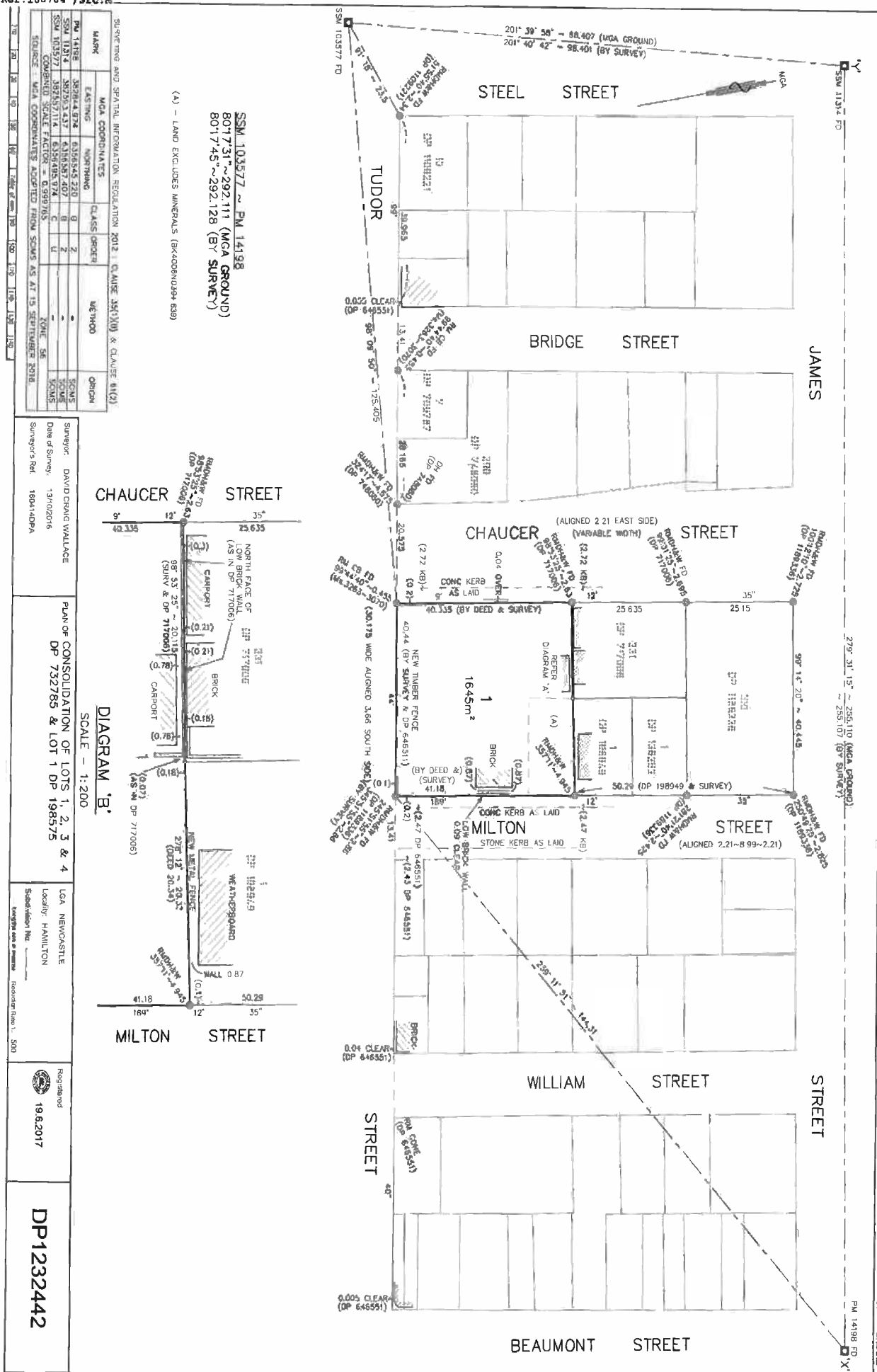
SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 4006 NO 639 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO
INDICATED IN THE TITLE DIAGRAM
- 3 AM773570 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***





PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  19.6.2017</p> <p>Title System: TORRENS</p> <p>Purpose: CONSOLIDATION</p>	<p>Office Use Only</p> <p>DP1232442</p> <p>Office Use Only</p>												
<p>PLAN OF CONSOLIDATION OF LOT 1, 2, 3 AND 4 DP 732785 AND LOT 1 DP 198575</p>	<p>LGA: NEWCASTLE</p> <p>Locality: HAMILTON</p> <p>Parish: NEWCASTLE</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>I, DAVID CRAIG WALLACE of Monteath & Powys, PO Box 2270, Dangar NSW 2309 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 2012</i>, is accurate and the survey was completed on 13 October 2016.</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 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p>												
<p>Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	<p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 25-10-16</p> <p>Surveyor ID: 7663</p> <p>Datum Line: X - Y</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Sleep-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>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	<p>Plans used in the preparation of survey/compilation.</p> <table border="0"> <tr> <td>DP 136253</td> <td>DP 732785</td> </tr> <tr> <td>DP 198575</td> <td>DP 748080</td> </tr> <tr> <td>DP 646551</td> <td>DP 795449</td> </tr> <tr> <td>DP 717006</td> <td>DP 1109221</td> </tr> <tr> <td></td> <td>DP 1189336</td> </tr> <tr> <td></td> <td>Ms 3263-3070</td> </tr> </table> <p>If space is insufficient continue on PLAN FORM 6A</p>	DP 136253	DP 732785	DP 198575	DP 748080	DP 646551	DP 795449	DP 717006	DP 1109221		DP 1189336		Ms 3263-3070
DP 136253	DP 732785												
DP 198575	DP 748080												
DP 646551	DP 795449												
DP 717006	DP 1109221												
	DP 1189336												
	Ms 3263-3070												
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 160414 DPA</p>												


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

<p>Registered:  19.6.2017</p> <p>PLAN OF CONSOLIDATION OF LOT 1, 2, 3 AND 4 DP 732785 AND LOT 1 DP 198575</p> <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p>	<p style="text-align: center;">Office Use Only</p> <p style="font-size: 24pt; text-align: center;">DP1232442</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <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.
--	--

Schedule of Street Addresses

Lot	Street Number	Street Name	Street Type	Location
1	116	TUDOR	STREET	HAMILTON
	8	MILTON	STREET	HAMILTON

If space is insufficient use additional annexure sheet

Surveyor's Reference: 160414 DPA


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  19.6.2017

Office Use Only

Office Use Only

DP1232442


PLAN OF CONSOLIDATION OF
LOT 1, 2, 3 AND 4 DP 732785
AND LOT 1 DP 198575

- 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.

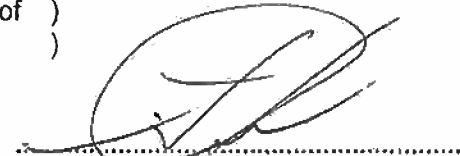
Subdivision Certificate number:

Date of Endorsement:

Executed by Newcastle Taxis Pty Ltd ACN)
121 237 385 in accordance with s 127(1) of)
the *Corporations Act 2001*:)


Signature of Director

Andrew Skelton
Print full name


Signature of Director/Secretary

ADRIAN LUCCHESI
Print full name

If space is insufficient use additional annexure sheet

Surveyor's Reference: 160414 DPA



1003
B



NO. 06

INDEX PARTICULARS

GENERAL REGISTER OF DEEDS

C.A. NUMBER: 90716

[illegible]

LEAVE BLANK WHERE INSTRUMENT DOES NOT AFFECT OLD SYSTEM LAND				PRINCIPAL DEED
(C)	NAME OF LAND	CONVEYANCE TO OLD SYSTEM LAND	WHOLE/PCT	
	HAMILTON	2769	528	WHOLE

(D) I, JOHN THOMAS YOULL of 380 Hunter Street, Newcastle,
Solicitor
 certify that for the purposes of Section 184D(3) of the Conveyancing Act 1919 that:
 1. the registration copy is a true copy of the original and
 2. the above index particulars of the original instrument ~~(and on the annexure(s))~~ are complete and correct.
 Signed: J. Youll Date: 5th November 1992

THIS DEED made the 5th day of November 1992 between Vida Elizabeth Channells of Hamilton in the State of New South Wales Widow hereinafter called the vendor of the one part and Taxi Services Co-operative Limited a Co-operative duly registered under the Co-operation Act 1923 as amended of Hamilton Australian Company No. 023 561 480 hereinafter called the purchaser of the other part whereas by Conveyance dated 13th October 1965 made between Reids Investments Pty.Limited of the one part and Ivan Ambrose Channells and the vendor of the other part registered No. 528 Book 2769 the hereditaments hereinafter described were conveyed to the said Ivan Ambrose Channells and the said vendor in fee simple as joint tenants and whereas the said Ivan Ambrose Channells died on the 23rd June 1982 and whereas the vendor has agreed with the purchaser for the sale to the purchaser of the hereditaments hereinafter described at or for the price of one hundred and twenty five thousand dollars (\$125,000.00) now this deed witnesseth that in consideration of the sum of one hundred and twenty five thousand dollars (\$125,000.00) paid by the purchaser to the vendor the receipt whereof is hereby acknowledged the said vendor as beneficial owner doth hereby convey unto the purchaser in fee simple all that piece or parcel of land containing by admeasurement 223.7 square metres being part of Lot 19 Section E D.P. 192809 at Hamilton in the Parish of Newcastle County of Northumberland State of New South Wales be the hereinafter mentioned several dimensions a little more or less commencing at a point on the western side of Milton Street bearing 0 degrees 24 minutes 30 seconds 29.85 metres from its intersection with the northern side of Tudor Street and bounded thence towards the south and west by northern and eastern boundaries of Lots 1 & 4 D.P. 732785 being lines bearing and distant respectively 271 degrees 11 minutes 20.335 metres and 0 degrees 22 minutes 30 seconds 10.67 metres to the south-eastern corner of Lot 231 D.P.717006 thence towards the north by the southern boundary of lot 18 section E being a line bearing 89 degrees 19 minutes 20.34 metres to the western side of Milton Street aforesaid and bounded thence towards the east by that side of that street bearing 180 degrees 24 minutes 30 seconds 11.33 metres to the point of commencement save and except all mines and minerals in and under the said land.

281092 2003 04 800250544/03 \$2.00

In witness whereof the said vendor has hereunto signed her name
and affixed her seal on the day and year first abovementioned.

Signed sealed and delivered by)
the said vendor in the)
presence of)

V.CHANNELLS

R.Murphy
R.MURPHY
SOLICITOR
NEWCASTLE.

REGISTERED IN THE
LAND TITLES OFFICE
BOOK 4006 No. 639



14 JAN 1993

Westpac Banking Corporation
THE BANKING HOUSE, 228 PITT STREET.
SYDNEY, 2000 PHONE: 226-2611
DELIVERY BOX No. 37Y

W:DIS/ 99/097:3



PLANNING CERTIFICATE

Section 10.7, Environmental Planning and Assessment Act 1979

To: Infotrack
GPO Box 4029
SYDNEY NSW 2001

Certificate No: PL2018/03670
Fees: \$53.00
Receipt No(s): D000912009

Your Reference: 180784

Date of Issue: 01/08/2018

The Land: Lot 1 DP 1232442
116 Tudor Street Hamilton NSW 2303

Advice provided on this Certificate:

Advice under section 10.7(2): see items 1 – 21

IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

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, phone Council's **Customer Enquiry Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the Council's development policies for the general area, contact Council's **Customer Enquiry Centre**.

All information provided is correct as at 01/08/2018. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

WARNING:

This certificate DOES NOT contain additional advice provided under section 10.7(5). We have not provided this additional advice because it was not requested or paid for by the applicant. We recommend that you obtain a full certificate.

Newcastle City Council

PO Box 489
NEWCASTLE 2300

Phone: (02) 4974 2000
Facsimile: (02) 4974 2222

Customer Enquiry Centre

Ground floor,
282 King Street
Newcastle NSW 2300

Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

PART 1:

ADVICE PROVIDED UNDER SECTION 10.7(2)

ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).

1. Names of relevant planning instruments and DCPs

The following environmental planning instruments, proposed environmental planning instruments and development control plans apply to the land, either in full or in part.

State Environmental Planning Policy No. 44 - Koala Habitat Protection

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 55 - Remediation of Land

State Environmental Planning Policy No. 62 - Sustainable Aquaculture

State Environmental Planning Policy No. 64 - Advertising and Signage

State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development

State Environmental Planning Policy (Housing For Seniors or People with a Disability) 2004

State Environmental Planning Policy (Building Sustainability Index:BASIX) 2004

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Temporary Structures) 2007

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (State and Regional Development) 2011

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2012

2. Zoning and land use under relevant LEPs

Newcastle Local Environmental Plan 2012

Zoning: The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

Zone R4 High Density Residential

Zone R3 Medium Density Residential

Note: Refer to www.newcastle.nsw.gov.au or www.legislation.nsw.gov.au web site for LEP instrument and zoning maps.

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

Zone R3 Medium Density Residential

- **Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To allow some diversity of activities and densities if:
 - (i) the scale and height of proposed buildings is compatible with the character of the locality, and
 - (ii) there will be no significant adverse impact on the amenity of any existing nearby development.
- To encourage increased population levels in locations that will support the commercial viability of centres provided that the associated new development:
 - (i) has regard to the desired future character of residential streets, and
 - (ii) does not significantly detract from the amenity of any existing nearby development.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Attached dwellings; Boarding houses; Car parks; Child care centres; Community facilities; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health services facilities; Home-based child care; Home businesses; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential accommodation; Respite day care centres; Roads; Seniors housing; Tourist and visitor accommodation

- **Prohibited**

Any development not specified in, permitted without consent or permitted with consent

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

Zone R4 High Density Residential

- **Objectives of zone**

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote a denser urban form along transport corridors while respecting the residential character of adjoining streets.
- To maximise redevelopment and infill opportunities for high density housing within walking distance of centres.
- To provide for commercial development that contributes to the vitality of the street where provided within a mixed use development.
- To promote a balance of residential accommodation within a mixed use development.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Attached dwellings; Boarding houses; Business premises; Car parks; Child care centres; Community facilities; Educational establishments; Emergency services facilities; Flood mitigation works; Food and drink premises; Health services facilities; Home-based child care; Home businesses; Hostels; Kiosks; Multi-dwelling housing; Neighbourhood shops; Office premises; Places of public worship; Recreation areas; Recreation facilities (indoor); Residential flat buildings; Respite day care centres; Roads; Service stations; Shop top housing; Tourist and visitor accommodation

- **Prohibited**

Any development not specified in, permitted without consent or permitted with consent

Clause 6.4 Land in zone R4 High Density Residential: Development must be consistent with Clause 6.4 Land in zone R4 High Density Residential of the Newcastle LEP 2012.

Minimum land dimensions for erection of a dwelling-house: The Newcastle Local Environmental Plan 2012 contains development standards relating to minimum land dimensions for the erection of a dwelling house. Refer to clause 4.1 Minimum subdivision lot size and Part 4 Principle development standards of the Newcastle LEP 2012 for provisions relating to minimum lot sizes for residential development.

Critical habitat: The Newcastle Local Environmental Plan 2012 does not identify the land as including or comprising critical habitat.

Heritage conservation area: The land is not within a heritage conservation area under the Newcastle Local Environmental Plan 2012.

Heritage items: There are no heritage items listed in the Newcastle Local Environmental Plan 2012 situated on the land.

3. Complying development

Note Other requirements: The advice below for all Complying Development Codes, is limited to identifying whether or not the land, the subject of the certificate, is land on which complying development may be carried out because of Clauses 1.17A(1)(c) to (e), (2), (3) & (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (the Codes SEPP).

To ascertain the extent to which the complying development may or may not be carried out on the land, maps are available on Council's web pages.

General Housing Code

Complying development under the General Housing Code MAY be carried out on this land.

Rural Housing Code

Complying development under the Rural Housing Code MAY be carried out on this land.

Housing Alterations Code

Complying development under the Housing Alterations Code MAY be carried out on this land.

General Development Code

Complying development under the General Development Code MAY be carried out on this land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code MAY be carried out on this land.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code MAY be carried out on this land.

Subdivision Code

Complying development under the Subdivision Code MAY be carried out on this land.

Demolition Code

Complying development under the Demolition Code MAY be carried out on this land.

Fire Safety Code

Complying development under the Fire Safety Code MAY be carried out on this land.

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

The land IS NOT subject to an agreement for annual charges under section 496B of the Local Government Act 1993 for coastal protection services (within the meaning of section 553B of that Act).

5. Mine Subsidence Compensation Act 1961

The land IS within a proclaimed Mine Subsidence District under the Mine Subsidence Compensation Act 1961. The approval of the Mine Subsidence Board is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current or future mining. It is strongly recommended prospective purchasers consult with the Mine Subsidence Board regarding mine subsidence and any surface development guidelines. The Board can assist with information about mine subsidence and advise whether existing structures comply with the requirements of the Act.

NOTE: Plans of existing and abandoned mine workings are available for viewing at the Mine Subsidence Board's offices. For further clarification and details, contact the Mine Subsidence Board, 117 Bull Street, Newcastle West. Ph (02) 49084300.

6. Road widening or realignment

NOTE: The Roads and Maritime Services (RMS) may have proposals that are not referred to in this item. For advice about affectation by RMS proposals, contact the Roads and Maritime Services, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.

The land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

7. Policies on hazard risk restrictions

Except as stated below, the land is not affected by a policy referred to in Item 7 of Schedule 4 of the Environmental Planning and Assessment Regulation 2000 that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

Potential acid sulfate soils: Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

Land Contamination: Council has land contamination information/records in relation to this property. Council has adopted a policy of restricting development or imposing conditions on properties affected by land contamination. Refer to Section 5.02 Land Contamination of Newcastle Development Control Plan 2012, which may be inspected or purchased at Council's Customer Enquiry Centre.

NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. The Council considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in the Council either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.

7A. Flood related development controls information

Council's information currently indicates that the property is, or contains, flood prone land as defined in the Floodplain Development Manual: the management of flood liable land, April 2005 published by the NSW Government.

Section 4.01 Flood Management of Newcastle Development Control Plan (DCP) 2012 provides guidelines with respect to all development of flood prone land. This includes development for the purpose of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings. The DCP may be viewed on Council's website, inspected or purchased at Council's Customer Contact Centre.

NOTE: More detailed flood information specific to the property is available on separate flooding certificate application through Council's Customer Contact Centre on (02) 4974 2000

8. Land reserved for acquisition

The land is not identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

9. Contributions plans

The following contribution plan/s apply to the land.

Section 94A Development Contributions Plan 2009 - August 2017:

The Plan specifies section 94A contributions that may be imposed as a condition of development consent.

NOTE: Contributions plans are available on Council's website or may be inspected or purchased at Council's Customer Enquiry 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 land IS NOT land (of which the Council is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

10A. Native vegetation clearing set asides

The land IS NOT land (of which the Council is aware) that contains a set aside area under section 60ZC of the Local Land Services Act 2013.

11. Bush fire prone land

The land IS NOT bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

12. Property vegetation plans

Not applicable. The Native Vegetation Act 2003 does not apply to the Newcastle local government area.

13. Orders under Trees (Disputes Between Neighbours) Act 2006

Council HAS NOT been notified that an order has been made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

14. Directions under Part 3A

The land IS NOT AFFECTED by a direction by the Minister in force under section 75P (2) (c1) of the Act.

15. Site compatibility certificates and conditions for seniors housing

(a) The land IS NOT AFFECTED by a current site compatibility certificate (of which the Council is aware) issued under the State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004.

(b) The land IS NOT AFFECTED by any terms of kind referred to in clause 18(2) of the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, that have been imposed as a condition of consent to a development application granted after 11 October, 2007 in respect of the land.

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

The land IS NOT AFFECTED by a valid site compatibility certificate (of which the Council is aware) issued under the State Environmental Planning Policy (Infrastructure) 2007.

17. Site compatibility certificates and conditions for affordable rental housing

The land IS NOT AFFECTED by a valid site compatibility certificate (of which the Council is aware) issued under the State Environmental Planning Policy (Affordable Rental Housing) 2009.

18. Paper subdivision information

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

19. Site verification certificates

The land IS NOT AFFECTED by a current site verification certificate (of which the Council is aware) issued under the State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

20. Loose-fill asbestos insulation

The Council HAS NOT been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register of loose-fill asbestos insulation, that is required to be maintained under that Division.

21. Affected building notices and building product rectification orders

The land IS NOT AFFECTED by any affected building notice of which the council is aware that is in force in respect of the land.

The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which the council is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which the council is aware.

An affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.
Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

Note: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997.

The land to which the certificate relates is the subject of the following site audit statement(s) within the meaning of the Contaminated Land Management Act 1997.

1. Site Audit Statement No. SA189 (16 May 2006) Produced by Christopher Jewell of C.M. Jewell & Associates Pty Ltd

You can contact Council's Compliance Services Unit on (02) 49742525 to obtain further information.

NOTE: Contamination information that relates to the land that is not required to be disclosed under section 59(2)

Contaminated Land Management Act 1997, may be provided under a section 10.7(5) certificate.

Issued without alterations or additions, 01/08/18

Authorised by

JEREMY BATH

CHIEF EXECUTIVE OFFICER



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

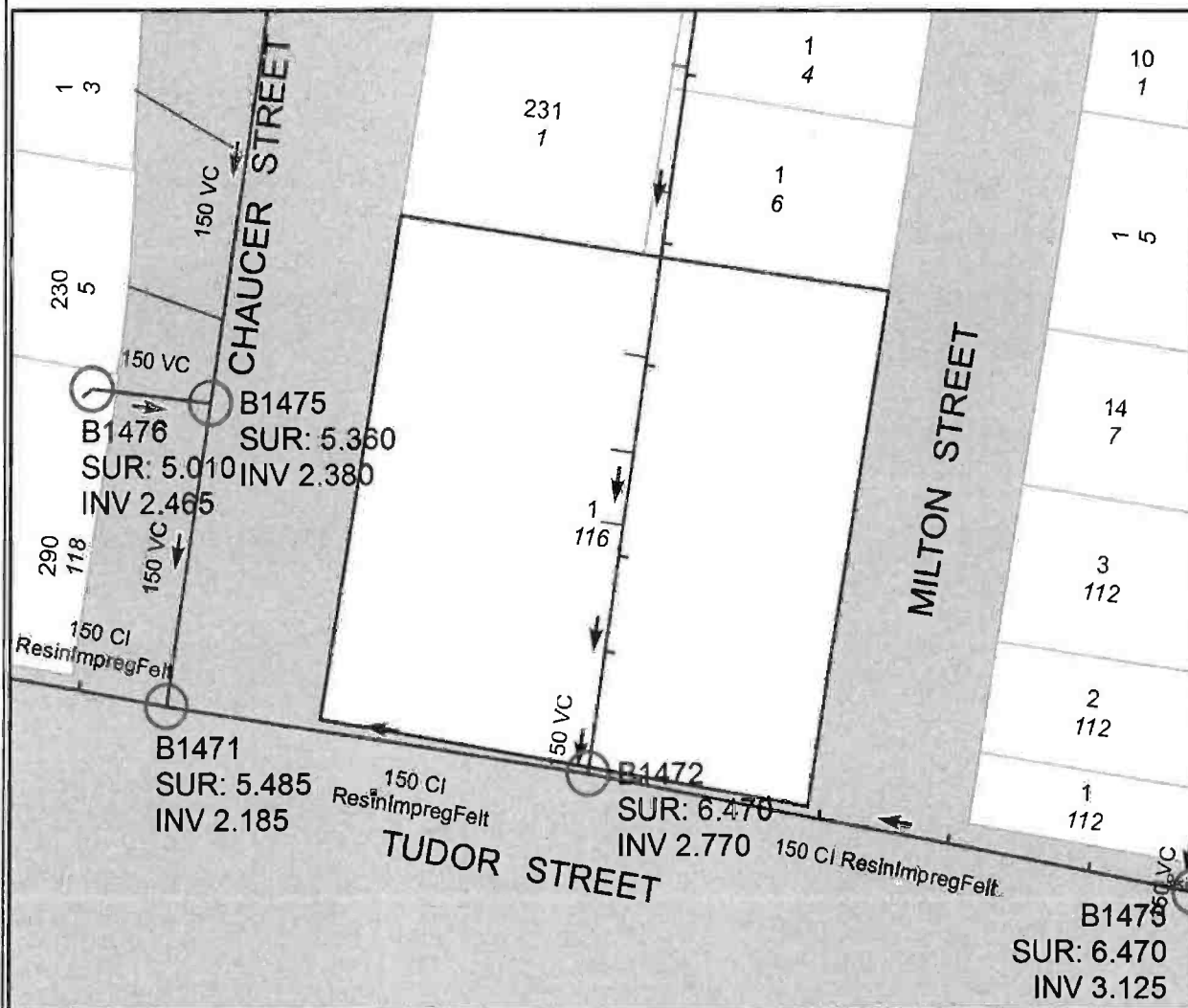
APPLICATION NO.: 4384801185

APPLICANT REF: M 180784

RATEABLE PREMISE NO.: 2942320000

PROPERTY ADDRESS: 116 MILTON ST HAMILTON 2303

LOT/SECTION/DP.SP: 1//DP 1232442



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

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

IMPORTANT:

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

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

Date: 31/07/2018

Scale at A4: 1:500

CADASTRAL DATA © Department Finance,
Services & Innovation [Nov 2017].
Modified [31/07/2018]
CONTOUR DATA © AAMHatch
© Department of Planning

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

