

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 147547903	NSW DAN:
vendor's agent	David Haggarty First National Real Estate 454 High Street MAITLAND NSW 2320		Phone: 02 4933 5544 Fax: 02 4933 1706 Ref: Michael Haggarty
co-agent			
vendor			
vendor's solicitor	Hunter Legal & Conveyancing Level 1, Suite 2 12 Elgin Street Maitland NSW 2320		Phone: 1300 224 828 Fax:
date for completion	28 days after the contract date	(clause 15)	Email: sue@hunterlegal.com.au
land	49 BENJAMIN CIR RUTHERFORD 2320		
(Address, plan details and title reference)	Lot 1006 in Deposited Plan 1027183		
	1006/1027183		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space		
	<input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered:		
	<input type="checkbox"/> other documents:		

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

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
Signed By _____	Signed By _____
Vendor _____	Purchaser _____
Vendor _____	Purchaser _____
VENDOR (COMPANY)	PURCHASER (COMPANY)
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:
_____ Signature of authorised person	_____ Signature of authorised person
_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person
_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held
_____ Office held	_____ Office held

vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

Manual transaction (clause 30)

NO yes

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

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment**
(residential withholding payment)

NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – 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 supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

<p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
---	--

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

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

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

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

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

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

• Transfer

- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

• Place for completion

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

• Payments on completion

- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

49 BENJAMIN CIR RUTHERFORD 2320

1. Alterations to Printed Form

The vendor and the purchaser agree that the clauses of the printed form of Contract are amended as follows:

- a) Clause 14.2.1 and 14.2.2 shall be deleted.
- b) Clause 18 is amended by adding the following clause 18.8: "The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property."
- c) Clause 23.9.1 shall be deleted.
- d) Clause 23.13 is amended and replaced with 'The purchaser must obtain a copy of the information certificate, section 109 or section 184 certificate under the Strata Schemes Management Act 2015 in relation to the property at least 7 days before completion and serve it on the vendor via email.'
- e) Clause 23.14 shall be deleted.

2. Claims by the Purchaser

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

3. Reasonable Notice

- 3.1. It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform, pursuant to clause 15, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose, notwithstanding the provisions of clause 21.1.
- 3.2. It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform by the Vendor, then in addition to the balance of the price, the purchaser shall pay to the vendor the sum of Four Hundred Dollars (\$400.00) exclusive of GST, as agreed reasonable legal expense incurred by the Vendor as a result of having to issue such Notice.
- 3.3. The purchaser's obligation to pay the sum referred to in clause 3.2 hereof is an essential term of this contract and shall in no way effect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of contract.

4. Liquidated Damages

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

5. Adjustment of Rates

Condition 14.2 of this agreement is hereby varied by the addition of the following sentence:
"The amount and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of the apportionment and adjustment of water consumption."

6. Incapacity of Party

If at any time prior to completion the Vendor or Purchaser (or any of them) dies or become mentally ill or being a company is wound up or go into liquidation, then either party may at any time thereafter rescind this agreement by notice in writing served on the other party and thereupon this Contract shall be at an end and the provisions of clause 19 hereof shall apply.

7. Condition of Property

The purchaser acknowledges to the vendor that:

7.1 The purchaser relies upon his own inspection and enquiries in relation to the property and not upon any warranties or representations made by or on behalf of the vendor (except as are expressly set out in this contract).

7.2 The purchaser is satisfied as to the approved and capable use and condition of the property.

7.3 The Purchaser acknowledges that the property (including its appurtenances if any) is sold in its present condition and state of repair and that he has satisfied himself by his own inspection and inquiries as to the state of repair condition and nature of the property and of any of improvements included with it and that unless otherwise contained in this contract no warranty representation or undertaking on the part of the Vendor in relation to such property and improvements has been made and no requisition or claim shall be made by the Purchaser in respect of such matters. The Purchaser shall not call upon the Vendor to do any work whatsoever in relation to the said property or any of its improvements.

7.4 The Purchaser will not make any requisition, raise any objection or claim any compensation in respect of the relationship of the property to the boundaries and the position of the fencing, if any, on the boundaries of the said land.

7.5 The Vendor shall not be responsible for any mechanical breakdown after the making of this Contract in respect of any inclusions.

8. Deposit

In the event:

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

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

9. Deposit Bond

The parties agree that in the event the Purchaser requests to use a Deposit Bond, a Deposit Bond will be accepted provided the Deposit Bond:

- a) is underwritten by **QBE Insurance (Australia) Ltd**;
- b) is for an amount equal to the 10% deposit or the balance of the 10% deposit in accordance with the Contract;
- c) must be valid for the period of the Contract;
- d) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;
- e) contains the name of the Purchaser and makes reference to the Contract and the sale of the property.

There are several agents who are able to provide a Deposit Bond on behalf of QBE Insurance (Australia) Ltd, including **Deposit Assure Pty Ltd** (www.depositassure.com.au).

10. Warranty as to Real Estate

The Purchaser warrants that he has not been introduced to the property by any Real Estate or Commissioned Agent other than the Vendors Agents (if any) and the Purchaser shall indemnify and save harmless the Vendor against any claims suits actions or demands for commission (including any costs or expenses of defending or compromising same) made or brought by any Real Estate or Commissioned Agents other than the Vendors agent (if any) arising from any such introduction in breach of this warranty and this clause shall not merge on completion date hereof. The Vendor warrants that there is no sole agency agreement in effect with any agent other than the Vendors Agents (if any).

11. Release of Deposit

The purchaser acknowledges that in the event the vendor wishes to enter into Contract for the purchase of another property the Vendor will require certain deposit moneys to enable exchange of Contracts to occur. The Purchaser hereby irrevocably authorizes the agent to release sufficient monies to enable the Vendor to exchange contracts for the purchase of such property as aforementioned provided such moneys so released are held in the trust account of a Licensed Real Estate Agent or Solicitor.

12. Requisitions on Title

The Requisitions on Title attached to this contract are taken to have been served on both parties upon exchange of contracts.

13. Limited Title

This condition is applicable if the title of the subject property is Torrens Title subject to a limitation pursuant to Section 28T(4) of the Real Property Act 1900, which relates to the boundaries of the land. The purchaser shall not make any requisition, objection or claim for compensation, nor have any right of rescission in respect of the limitation, nor shall the purchaser require the vendor to provide an abstract or prove prior old system title in relation thereto.

14. Electronic Signatures

- 14.1. This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument
- 14.2. Execution by the parties of the contract by email or electronically via DocuSign (or equivalent encryption software) and transmission of the executed contract by either of those means shall constitute a valid and binding execution of this contract by such part or parties. For the purpose of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the contract electronically.
- 14.3. The purchaser acknowledges and agrees that an original 'ink' signed copy of the vendor's signed contract will not be provided.
- 14.4. The parties further agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract or delay the completion of this Contract due to any matter disclosed in this Special Condition.

15. Error in Adjustment of Outgoings

Should any apportionment of outgoings required to be made under this contract, be overlooked or incorrectly calculated on completion, the vendor and the purchaser agree that, upon being so requested by the other party, that the correct calculation be made and paid to the party to whom it is payable by the party liable for the payment. This clause shall not merge on completion of this contract.

16. Mine Subsidence

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

17. Deposit by Instalments under Cooling Off Period

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

- 17.1 0.25% of the agreed purchase price to be paid on or before the date of this Contract; and
- 17.2 9.75% of the agreed purchase price to be paid at any time before 5pm on the fifth (5th) business day after the date on which this Contract was made.

18. Sewer Diagram

- 18.1. The Vendor discloses, and the purchaser specifically acknowledges that the diagram annexed to the Contract may only disclose the sewer main and, as at the date of this Contract, this is the only diagram available for the property.
- 18.2. The parties acknowledge and agree that where the property is within the area serviced by Hunter Water Corporation (HWC). HWC does not make Sewer Lines Location Diagrams available in the ordinary course of administration. The purchaser agrees that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the matter disclosed in this Special Condition.
- 18.3. The Purchaser accepts this diagram and shall make their own inquiries in relation to the services and the diagram. The Purchaser agrees to not call upon the Vendor to supply

an updated diagram nor make any objection, requisition or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

19. Swimming Pool

- 19.1. The vendor does not warrant that any swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act or any other Act or Regulations relating to swimming pools all of which are referred to as the "Swimming Pool Legislation".
- 19.2. The purchaser shall not be entitled to make an objection, requisition or claim for compensation should it be established that the swimming pool and swimming pool fencing does not comply with the provisions of the Swimming Pool Legislation.
- 19.3. Clause 11.1 of the Contract is amended to the extent that it is the purchaser who shall comply with any Notice or Order made by the Local Council or other Statutory Authority relating to the swimming pool and swimming pool fencing whether or not such Notice was given or Order was made prior to or after the date hereof.

20. Tenancy

The purchaser acknowledges that if there is currently a tenant in the property and this Contract requires vacant possession of the property to be delivered to the purchaser, the vendor is required to give the tenant, in writing, 30 days' notice that the tenant is required to vacate the property ("the Notice"). The vendor agrees to cause the real estate agent to serve the Notice on the tenant. In the event the tenant does not vacate the property within the 30 day period specified in the Notice, the completion date is extended by a reasonable period of time to allow the vendor to deliver vacant possession of the property.

21. Caveat or Mortgage

The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Mortgage or Charge or Withdrawal of any Caveat affecting the subject land. If at the date of completion of this Contract there is noted on any Certificate of Title in respect of the property or any part thereof any Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

22. Extension(s) to Cooling Off Period and/or Subject to finance clause.

If a cooling-off period or subject to finance period applies to this Contract then on request for extension and each subsequent occasion that the purchaser requests an extension thereof and the request is granted by the vendor, the purchaser must on completion pay a further sum of \$220.00 inclusive of GST for the vendor's additional legal costs associated with dealing with the purchaser's request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the vendor's actual costs. The payment of this fee is an essential term of the completion of this Contract.

Should the Contract be rescinded then the above fees will fall payable immediately by the purchaser to the vendor's solicitor/conveyancer on demand in writing or the Notice of Rescission will be considered null and void and Contracts binding.

This is an essential term of the Contract.

23. Irrevocable Authority

Should the deposit payable under this Contract be held in trust by our office on behalf of the purchaser then the parties agree that the deposit funds held are to be loaded to the PEXA workspace and disbursed to the vendor on settlement.

No further authority is required from the purchaser for the abovementioned funds to be released on settlement.

24. Release of Deposit for Settlement

If the vendor (or any one of the vendors) requires the deposit or any part of it to complete a simultaneous purchase or to pay sale costs on the date for completion, the purchaser's representative agrees to authorise the deposit holder to transfer the deposit into the trust account of the vendor's representative for the vendors to use at completion.

25. GST

~~The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.~~

26. Settlement Figures

The purchaser's representative must prepare and serve proposed settlement sheet with supporting certificates to the vendor's representative five (5) clear business days prior to the settlement date. If the proposed settlement sheet is provided less than five (5) clear business days prior to completion, the purchaser will allow the sum of \$200.00 plus GST to cover the vendor's representative's costs for late preparation of the Settlement Adjustment Sheet.

27. Christmas Closure Period

27.1. Despite any other clause in this Contract, the vendor will not be required to complete the Contract during the period commencing 12pm on Wednesday, 18 December 2024 and ending 9am on Wednesday, 8 January 2025 ("the holiday period").

27.2. Neither party may issue a Notice to Complete which requires completion during the holiday period.

27.3. If completion is due to take place before the holiday period but completion does not take place prior to the holiday period, (other than due to the fault of the vendor), then interest payable by the purchaser under this contract will be calculated from the completion date to the actual date of completion which shall take place after the end of the holiday period and shall include the holiday period notwithstanding that the purchaser is ready, able and willing to settle within the holiday period.

27.4. The purchaser is not entitled to rescind, terminate or delay completion of this contract, nor to object, raise requisitions or make any claim in respect of any matters arising from this clause.

28. Company Guarantee & Indemnity

28.1 The provisions of this special condition 28 apply if the Purchaser is a corporation but does not apply to a corporation listed on the Australian Stock Exchange. This special condition 28 is an essential term of this Contract.

28.2 The word guarantor means each director of the Purchaser as at the date of this Contract.

28.3 If the guarantor has not signed where provided under this special condition 28, the Vendor may terminate this Contract by serving notice within fourteen (14) days after the date of this Contract.

28.4 Where the purchaser is a company, the officers or persons who sign this Contract on behalf of the company or who attests the Seal of the company on this Contract;

- a) Jointly and separately guarantees all obligations of the purchaser under this Agreement including the payment of the purchase price and the performance of all the purchaser's obligations; and
- b) Jointly and separately indemnifies the vendor in respect of any default of the purchaser under this Agreement.

28.5 This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this Agreement between the vendor and the purchaser.

28.6 The guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this special condition 28.

SIGNED IN MY PRESENCE BY
THE
GUARANTOR

.....
Signature of Guarantor

who is known to me:

.....
Signature of Witness

.....
Print Name of Witness

.....
Address of Witness

SIGNED IN MY PRESENCE BY
THE
GUARANTOR

.....
Signature of Guarantor

who is known to me:

.....
Signature of Witness

.....
Print Name of Witness

.....
Address of Witness

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
 28. The purchaser reserves the right to make further requisitions prior to completion.
-



FOLIO: 1006/1027183

SEARCH DATE	TIME	EDITION NO	DATE
17/10/2024	2:40 PM	4	9/9/2018

LAND

LOT 1006 IN DEPOSITED PLAN 1027183
AT RUTHERFORD
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1027183

FIRST SCHEDULE

AS JOINT TENANTS

(T AF65755)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 E563489 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP817435 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP867202 EASEMENT TO DRAIN WATER 3 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1027183 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1027183 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1027183 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NIMBERED (2) IN S.88B INSTRUMENT
- 8 AF65756 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN FORM 2 (APPROVED FORM 3)
 SIMILARITIES AND SIZES ONLY



S. J. L. L. L.
 DIRECTOR
 S. J. L. L. L.



Director
 Director
 Director

Crown Lands Office Approval
 Land Order
 Land Use
 Land Value

Subdivision Certificate
 I certify that the particulars of this subdivision and the boundaries of the lots are as shown on the plan and that the same have been approved by me in accordance with the provisions of the Subdivision Act 1988.

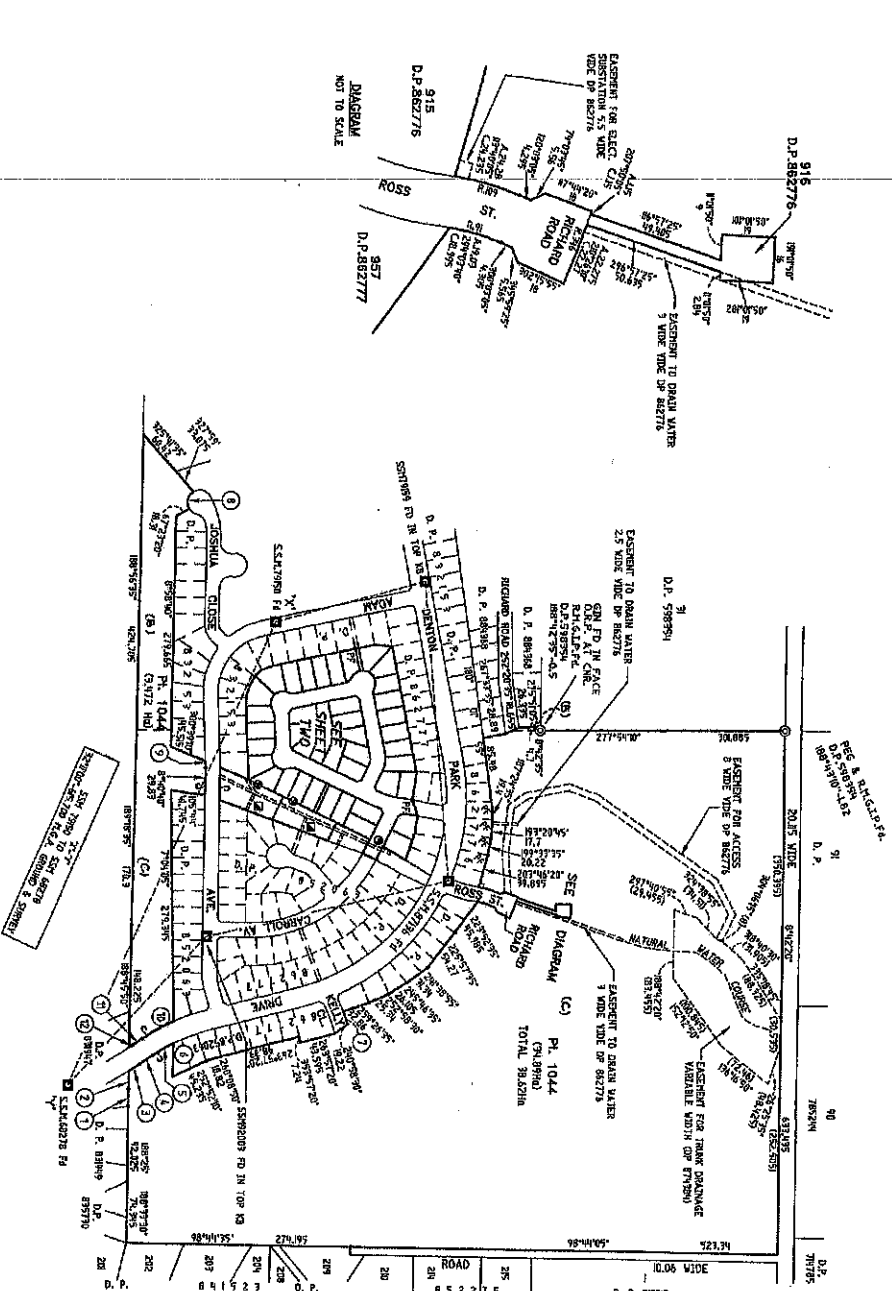
Subdivision
 Date of Subdivision
 Date of Approval

Subdivided into lots of 1000 sq m
 Subdivided into lots of 1000 sq m

Plan No. S1/1027183
 Date of Approval 15 February 2001

REGISTRAR GENERAL'S REFERENCE: 31/5/99-3

Plan Drawing only to appear in this space
 (B) BENEFITED BY EASEMENT TO DRAIN WATER - E653439 & D.P.817435
 (C) BENEFITED BY EASEMENT TO DRAIN WATER - D.P.832153



SCHEDULE OF SHORT LINES

NO.	FROM	TO	BEARING	DISTANCE
1	100	101	327° 11'	615.7
2	101	102	327° 11'	615.7
3	102	103	327° 11'	615.7
4	103	104	327° 11'	615.7
5	104	105	327° 11'	615.7
6	105	106	327° 11'	615.7
7	106	107	327° 11'	615.7
8	107	108	327° 11'	615.7
9	108	109	327° 11'	615.7
10	109	110	327° 11'	615.7
11	110	111	327° 11'	615.7
12	111	112	327° 11'	615.7
13	112	113	327° 11'	615.7
14	113	114	327° 11'	615.7
15	114	115	327° 11'	615.7
16	115	116	327° 11'	615.7
17	116	117	327° 11'	615.7
18	117	118	327° 11'	615.7
19	118	119	327° 11'	615.7
20	119	120	327° 11'	615.7

TABLE OF S.M. COMPARISONS

MARK	H.C.A. CO-ORDINATES	ZONE	CLASS
1	482781	482781	1
2	482782	482782	2
3	482783	482783	3
4	482784	482784	4
5	482785	482785	5
6	482786	482786	6
7	482787	482787	7
8	482788	482788	8
9	482789	482789	9
10	482790	482790	10
11	482791	482791	11
12	482792	482792	12
13	482793	482793	13
14	482794	482794	14
15	482795	482795	15
16	482796	482796	16
17	482797	482797	17
18	482798	482798	18
19	482799	482799	19
20	482800	482800	20

TABLE OF S.M. COMPARISONS (Continued)

MARK	H.C.A. CO-ORDINATES	ZONE	CLASS
21	482801	482801	21
22	482802	482802	22
23	482803	482803	23
24	482804	482804	24
25	482805	482805	25
26	482806	482806	26
27	482807	482807	27
28	482808	482808	28
29	482809	482809	29
30	482810	482810	30
31	482811	482811	31
32	482812	482812	32
33	482813	482813	33
34	482814	482814	34
35	482815	482815	35
36	482816	482816	36
37	482817	482817	37
38	482818	482818	38
39	482819	482819	39
40	482820	482820	40

CHECKLIST

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1027183 (E)

Registered Plan No. 20-4-2001
 CA SEE CERTIFICATE

This System: TORRENS

Purpose: SUBDIVISION

Lot No: DP 9714304

PLAN OF SUBDIVISION OF LOT 806
 IN D.P.874584

Lease: MANTLAND

Suburb/Joining: RUTHERFORD
 Parish: GOSFORTH

County: NORTHBERLAND

This is sheet 1 of my plan in 2 sheets
 (Delete if inapplicable)

Shire/County (previously) Resolution: 1998

DATE OF PLAN: 15 FEBRUARY 2001

Plan No: D.P.874584

Plan No: D.P.874584

Plan No: D.P.874584

Plan No: D.P.874584

Plan No: D.P.874584

Plan No: D.P.874584

Plan No: D.P.874584

Plan No: D.P.874584

Plan No: D.P.874584

PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SHORT L. TABLE

NO.	AREA	AREA	AREA
1	0.00	0.00	0.00
2	0.00	0.00	0.00
3	0.00	0.00	0.00
4	0.00	0.00	0.00
5	0.00	0.00	0.00
6	0.00	0.00	0.00
7	0.00	0.00	0.00
8	0.00	0.00	0.00
9	0.00	0.00	0.00
10	0.00	0.00	0.00
11	0.00	0.00	0.00
12	0.00	0.00	0.00
13	0.00	0.00	0.00
14	0.00	0.00	0.00
15	0.00	0.00	0.00
16	0.00	0.00	0.00
17	0.00	0.00	0.00
18	0.00	0.00	0.00
19	0.00	0.00	0.00
20	0.00	0.00	0.00
21	0.00	0.00	0.00
22	0.00	0.00	0.00
23	0.00	0.00	0.00
24	0.00	0.00	0.00
25	0.00	0.00	0.00
26	0.00	0.00	0.00
27	0.00	0.00	0.00
28	0.00	0.00	0.00
29	0.00	0.00	0.00
30	0.00	0.00	0.00
31	0.00	0.00	0.00
32	0.00	0.00	0.00
33	0.00	0.00	0.00
34	0.00	0.00	0.00
35	0.00	0.00	0.00
36	0.00	0.00	0.00
37	0.00	0.00	0.00
38	0.00	0.00	0.00
39	0.00	0.00	0.00
40	0.00	0.00	0.00
41	0.00	0.00	0.00
42	0.00	0.00	0.00
43	0.00	0.00	0.00
44	0.00	0.00	0.00
45	0.00	0.00	0.00
46	0.00	0.00	0.00
47	0.00	0.00	0.00
48	0.00	0.00	0.00
49	0.00	0.00	0.00
50	0.00	0.00	0.00

SCHEDULE OF REFERENCE MARKS

NO.	REFERENCE	AREA	AREA
1	17.835	11.818	11.818
2	17.835	8.21	8.21
3	17.835	13.61	13.61
4	17.835	4.433	4.433
5	17.835	17.445	17.445
6	17.835	18.353	18.353
7	17.835	4.435	4.435
8	17.835	5.22	5.22
9	17.835	19.01	19.01
10	17.835	5.005	5.005

REDUCTION RATIO 1: 600
 SIMONSONS REFERENCE 31/5/99-3

Registered DP1027183
 16.10.4.2001

Surveyor registered under Surveyors Act 1929
 This is sheet 2 of the plan of 2 sheets
 covered by subdivision certificate no. 19/07/2000
 D. J. Thompson

Unauthorized Practice of Surveying is an offence under the Surveyors Act 1929
 For use where space is insufficient in any part of Plan Form 2
 16.10.4.2001
 Simonson's Reference 31/5/99-3

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

Lengths are in metres

Sheet 1 of 9 Sheets

DP1027183

Plan of Subdivision of Lot 606 in DP 874384 covered by
Council's Certificate No. 980 980
Dated: 15-2-2001

Full name and address of proprietor
of the land:

ANAMBAH HOMES PTY LTD
ACN 002404560
C/- PARRY CARROLL KANJIAN
SOLICITORS
LEVEL 23 MLC CENTRE
19 MARTIN PLACE, SYDNEY NSW 2000

PART 1

1. Identity of Easement Firstly referred to in abovementioned plan: Easement to Drain Water 2.5 wide & variable

Schedule of lots etc. affected

Lots Burdened

1001
1003
1004
1005
1006
1007
1008
1009

1034
1037
1039

Lots Benefited

1003 to 1010 INCLUSIVE
1004 to 1010 INCLUSIVE
1005 to 1010 INCLUSIVE
1006 to 1010 INCLUSIVE
1007 to 1010 INCLUSIVE
1008 to 1010 INCLUSIVE
1009 AND 1010
1010

1037 to 1042 INCLUSIVE
1038 to 1041 INCLUSIVE
1038

P. Powell

S. Alameda

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

Lengths are in metres

Sheet 2 of 9 Sheets

PLAN: Plan of Subdivision of Lot 606 in DP 874384 covered by
Council's Certificate No. 980980
Dated: 15/02/2001

DP1027183

PART 1 (cont'd)

2. Identity of Restriction Secondly referred to in the plan: Restriction on the Use of Land

Schedule of lots etc. affected

Lots Burdened

Each Lot except Lots 1016, 1017, 1043
and 1044

Lots Benefited

Every other lot except lots 1043 and 1044

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

Schedule of lots etc. affected

Lots Burdened

1016

Lots Benefited

1001 to 1015 Inclusive and 1017 to 1042
Inclusive

1017

1001 to 1016 Inclusive and 1018 to 1042
Inclusive

Phawell

ML under

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

Lengths are in metres

Sheet 3 of 9 Sheets

DP1027183

Plan of Subdivision of Lot 606 in DP 874384 covered by
Council's Certificate No. 980980
Dated: 15/02/2001

PART 2

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

P. Howell

M. Under

Job No. 31/5159/S88B

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

Lengths are in metres

Sheet 4 of 9 Sheets

DP1027183

Plan of Subdivision of Lot 606 in DP 874384 covered by
Council's Certificate No. 980980
Dated: 15/02/2001

PART 2 (cont'd)

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

P. Small

Alana

Job No. 31/5159/S88B

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

Lengths are in metres

Sheet 5 of 9 Sheets

DP1027183

Plan of Subdivision of Lot 606 in DP 874384 covered by
Council's Certificate No. 980980
Dated: 15/02/2001

PART 2 (cont'd)

- (n) No earth, stone or gravel shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (o) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (p) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (q) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (r) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (s) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding two (2) tonne shall be parked or permitted to remain on any lot burdened.

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

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

P. Bawell

M. Anambah

Job No. 31/5159/S88B

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

Lengths are in metres

Sheet 6 of 9 Sheets

DP1027183

Plan of Subdivision of Lot 606 in DP 874384 covered by
Council's Certificate No. 980980
Dated: 15/02/2001

PART 2 (cont'd)

3. Terms of Restriction on the Use of Land Thirdly referred to in the plan.
- (a) No main building shall be erected on each lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in the external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
 - (b) No main building shall be erected or be permitted to remain erected on the lot burdened, of more than one level and no main building shall be erected or be permitted to remain erected on the lot burdened except containing a single dwelling house having a minimum total floor area of 110 square metres exclusive of car accommodation, external landings & patios or single storey duplex dwellings unless each such duplex dwelling has a minimum total floor area of 100m² inclusive of car accommodation but exclusive of external landings and patios. No carport shall be erected or permitted to remain on any lot burdened.
 - (c) No building shall be erected on each lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the product known as "Colorbond".
 - (d) No building shall be erected on each lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
 - (e) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.

Atwell

C. M. ...

Job No. 31/5159/S88B

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

Lengths are in metres

Sheet 7 of 9 Sheets

DP1027183

Plan of Subdivision of Lot 606 in DP 874384 covered by
Council's Certificate No. 980980
Dated: 15/02/2001

PART 2 (cont'd)

- (f) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (g) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick or Colorbond and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (h) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (i) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Anambah without the Consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (j) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.
- (k) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertisement hoarding sign or matter without notice.
- (l) No earth, stone or gravel shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection or a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.

P Barwell *C M amdt*

Job No. 31/5159/S888

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

Lengths are in metres

Sheet 8 of 9 Sheets

DP1027183

Plan of Subdivision of Lot 606 in DP 874384 covered by
Council's Certificate No. 980980
Dated: 15/02/2001

PART 2 (cont'd)

- (m) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (n) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (o) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (p) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (q) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding two (2) tonne shall be parked or permitted to remain on any lot burdened.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same. The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

P. Barrell

Anambah

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

Lengths are in metres

Sheet 9 of 9 Sheets

DP1027183

Plan of Subdivision of Lot 606 in DP 874384 covered by
Council's Certificate No. 980980
Dated: 15/02/2001

PART 2 (cont'd)

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



.....
Director

.....
Secretary

.....
Director



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

.....
Director

.....
~~Secretary~~



RP 130

STAMP DUTY

10.00

OFFICE USE ONLY



E D
563489 S



TRANSFER GRANTING EASEMENT TG

REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

\$	
----	--

R /

DESCRIPTION OF LAND
 Note (a)

Servient Tenement (Land burdened)
 Torrens Title Reference
 F/I 30/598354

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

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

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

Note (c)

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

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

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEEE
ANAMBAH HOMES PTY LIMITED A.C.N.002 404 560 of 15th Floor, 111 Elizabeth Street, Sydney

PRIOR ENCUMBRANCES
 Note (d)

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

EXECUTION
 Note (e)

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

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

Eric James Parish
 Signature of Witness
ERIC JAMES PARISH
 Name of Witness (BLOCK LETTERS)
18 Wolombi Rd FARLEY
 Address and occupation of Witness
Eric J. Parish

Geoff Saxby
K.A. Saxby
Kenneth Saxby
Karenne Saxby
 Signature of Transferor

Note (e)

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

Eric James Parish
 Signature of Witness
ERIC JAMES PARISH
 Name of Witness (BLOCK LETTERS)
18 Wolombi Rd Farley
 Address and occupation of Witness
Eric J. Parish

STANISLAUS ANTHONY CARROLL

Signature of Transferee

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

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

OFFICE USE ONLY

RP 13B
 1987

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Land Titles Office.
 Typewriting and handwritting should be clear, legible and in permanent dense black or dark blue non-copying ink.
 Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing in the left hand margin.
 If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.
 Registered mortgages, charges and leases of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.
 Rule up all blanks.

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

- (a) Description of land. **TORRENS TITLE REFERENCE**--Insert the current Reference to the Folio of the Register for both the dominant and servient tenements, e.g., Vol. 130/SP12345 or Vol. 1234 Fol. 126.
- (b) Show the full name, address and occupation or description.
- (c) State the nature of the easement (see e.g., section 161A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.
- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.

(e) EXECUTION.

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

- (f) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (g) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., Stat. Dec. for statutory declaration, p/b for probate, L/A for letters of administration.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS				
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME		
			26	
			52	
			78	
			104	
			130	
SECOND SCHEDULE & OTHER DIRECTIONS				
(D) FOLIO IDENTIFIER (OR PRIOR DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTEN TYPE	(G) DEALING NUMBER	(H) DETAILS
30/548354	ON	EA		EASEMENT TO DRAW WATER AFFECTING THE PART OF THE LAND ABOVE THE DESCRIBED SHOWN 30' WIDE IN PLAN WITH E563489
547/817435 7/2881 8/2281				EASEMENT TO DRAW WATER AFFECTING THE PART OF A LOT 30' IN D.P. 528354 SHOWN 30' WIDE IN PLAN WITH E563489

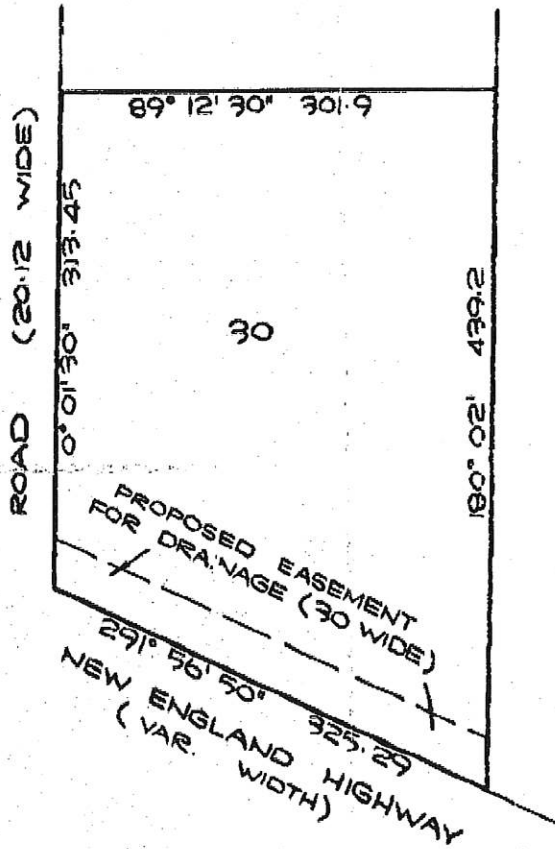
Plan drawing only to appear in this space

E563489

" A "

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

31
D.P. 598354



40
D.P. 813269

X G.E. Saxby
 X K.A. Saxby
 X Kenneth Saxby
 X Karenne Saxby

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

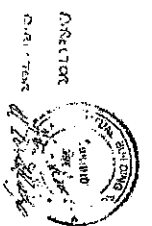
LODGE WITH DEALING

A.T.

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	Table of mrr
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	--------------

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2
 SIGNATURE AND SEALS ONLY.



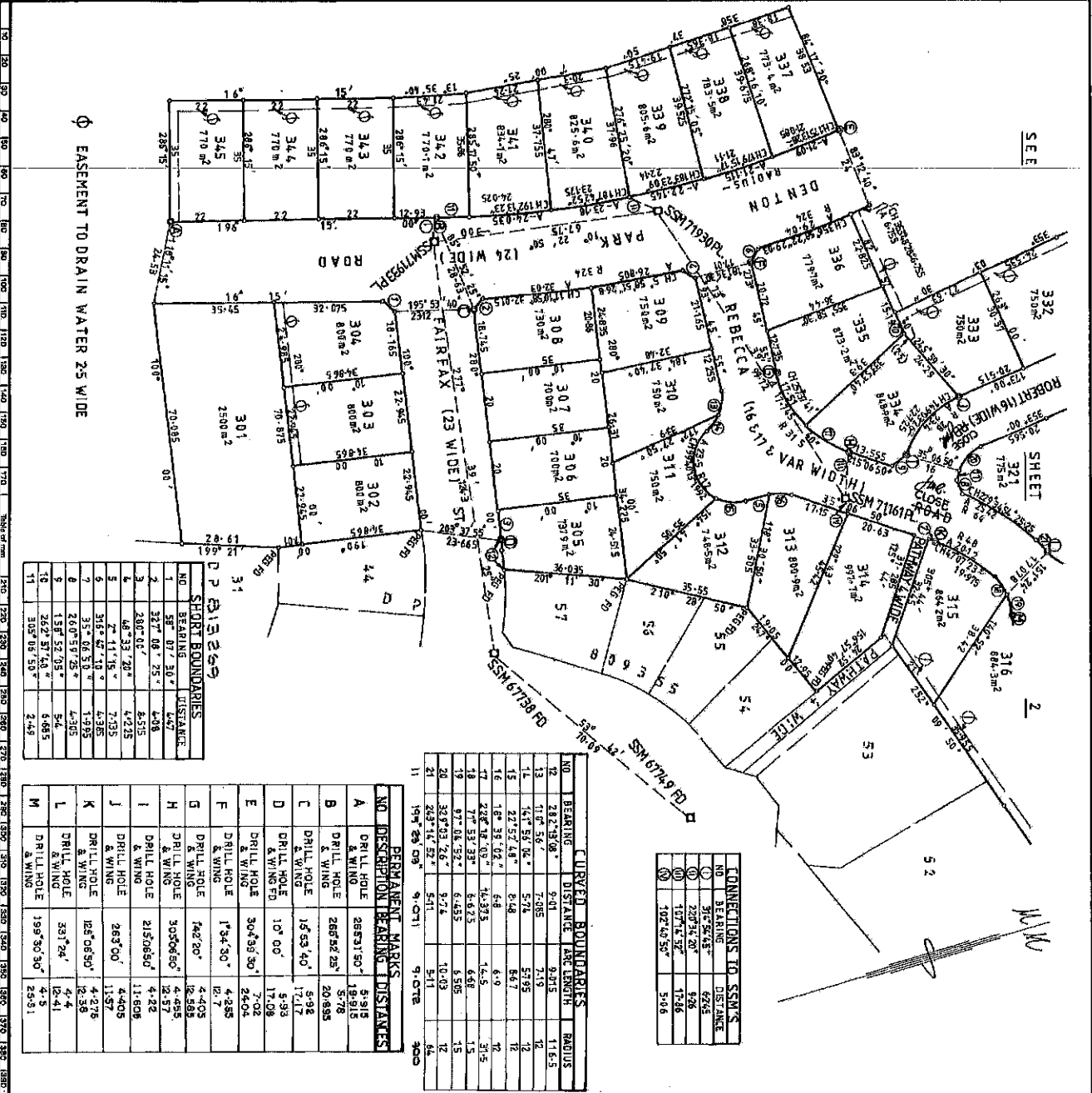
Director
 SA CAMP
 31/11/93
 P. BARNALL
 SURVEYOR



Council Clerk's Certificate
 I hereby certify that the requirements of the Local Government Act 1993 have been met in the preparation of this subdivision plan.
 The requirements of section 212 of the Planning Act 1975 have also been met.
 This plan is intended to be used for the purposes of the Planning Act 1975.
 Signed: _____
 Date: _____

PLAN AMENDED
 Crown Land Office Approval
 Land Division
 Approved: _____
 Date: _____

Surveyors reference: 817435



ESASEMENT TO DRAIN WATER 25 WIDE

WARNING: CREASING ON FOLDING WILL LEAD TO REFLECTION

SHORT BOUNDARIES

NO	BEARING	DISTANCE
1	89° 07' 30"	4.97
2	327° 00' 25"	4.98
3	330° 00'	6.515
4	48° 33' 29"	4.225
5	2° 11' 18"	7.435
6	315° 47' 19"	4.385
7	35° 06' 53"	1.995
8	260° 59' 25"	4.305
9	153° 52' 05"	5.4
10	262° 57' 44"	6.685
11	305° 08' 51"	2.45

PERMANENT MARKS DISTANCES

NO	DESCRIPTION	BEARING	DISTANCE
A	DRILL HOLE	265° 31' 50"	5.915
B	DRILL HOLE	265° 52' 20"	5.78
C	DRILL HOLE	15° 33' 40"	5.98
D	DRILL HOLE	101° 00'	5.93
E	DRILL HOLE	304° 35' 50"	17.08
F	DRILL HOLE	1° 34' 30"	24.04
G	DRILL HOLE	142° 50'	4.405
H	DRILL HOLE	305° 06' 50"	4.495
I	DRILL HOLE	215° 06' 50"	4.22
J	DRILL HOLE	263° 00'	11.605
K	DRILL HOLE	125° 06' 30"	4.405
L	DRILL HOLE	351° 24'	4.4
M	DRILL HOLE	199° 30' 30"	4.5

CURVED BOUNDARIES

NO	BEARING	DISTANCE	ARC LENGTH	RADIUS
12	282° 18' 06"	9.01	9.215	116.5
13	110° 51' 56"	7.855	7.915	12
14	141° 58' 06"	5.75	5.795	12
15	227° 52' 49"	8.48	8.67	12
16	18° 38' 02"	6.8	6.9	12
17	228° 12' 05"	14.375	14.5	31.5
18	7° 53' 33"	6.425	6.68	15
19	97° 08' 52"	6.455	6.505	15
20	329° 33' 26"	9.74	10.03	15
21	243° 14' 52"	5.11	5.11	4.6
22	194° 29' 08"	9.071	9.078	300

CONNECTIONS TO SSM'S

NO	BEARING	DISTANCE
1	315° 56' 45"	526
2	202° 34' 20"	526
3	107° 14' 52"	17.86
4	107° 46' 55"	5.66

OFFICE USE ONLY
 DP 817435

Registration: 41619/93
 CA N 1993B OF 24.4.1992
 This System: TORRENS
 Purpose: SUBDIVISION
 Plan No: U4572-21*
 Last Plan: DP83269

PLAN
 OF SUBDIVISION OF
 LOT 40 DP 813269

Map Sheet: MAITLAND
 Locality: RUTHERFORD
 Parish: GOSFORTH
 County: NORTHUMBERLAND

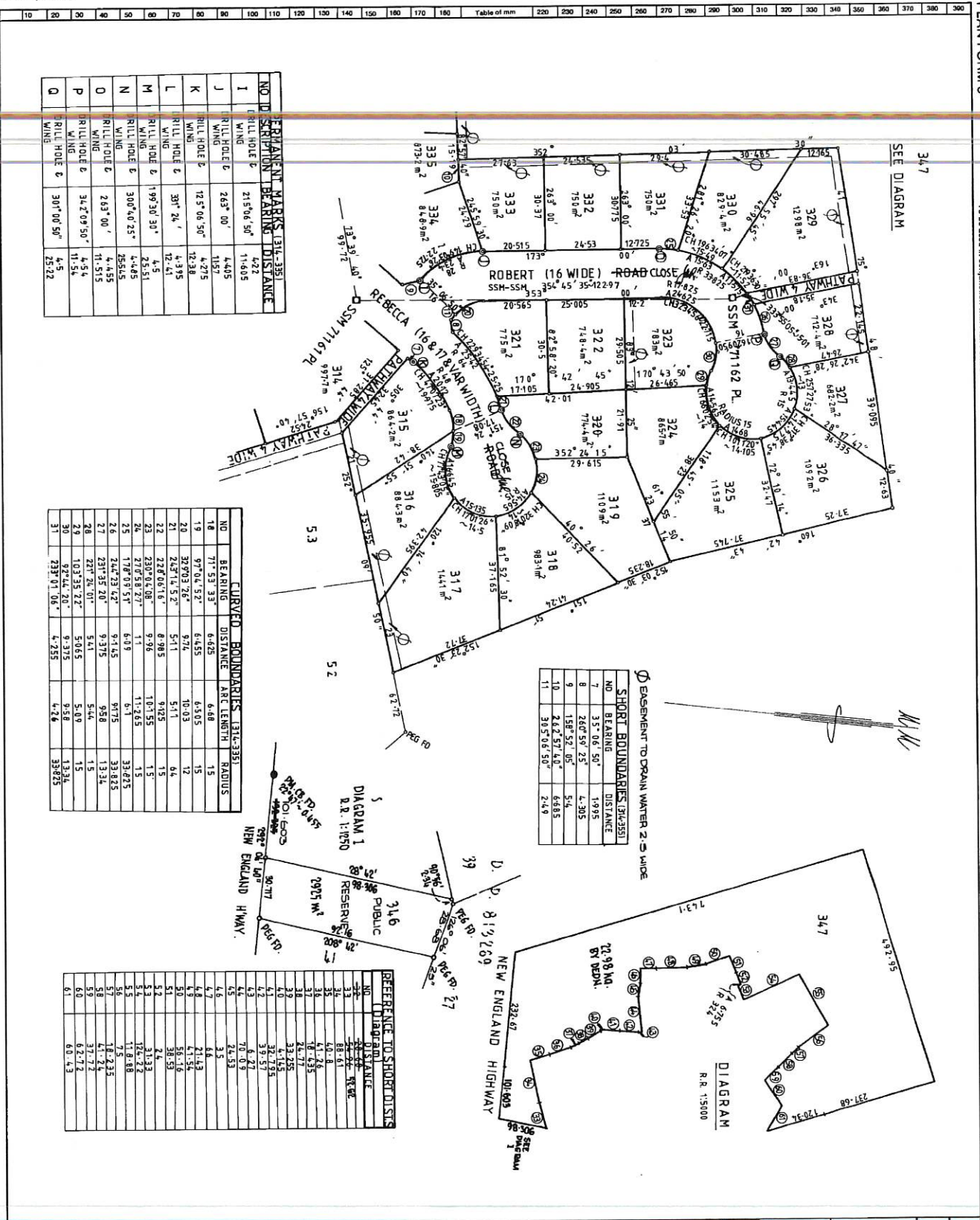
This is sheet 1 of 2 of plan 2
 L. JOHN MICHAEL RENNIE
 4.3 ELEANOR ST. MAITLAND 2320.

DP 809355 DP2281
 DP 809354
 DP 813269

NOTE: FOR USE ONLY for purposes of application to Queensland public roads. Do not use for any other purpose. This plan is intended to be used for the purposes of the Planning Act 1975.
 IT IS INTENDED TO DEDICATE EXTENSION OF FAIRFAX STREET TO THE PUBLIC AS PUBLIC ROADS.
 IT IS INTENDED TO DEDICATE LOT 34.6 TO THE PUBLIC AS PUBLIC RESERVE.
 RIPIARIAN TO SECTION 88B OF THE CONVEYANCING ACT 1993 AS AMENDED IT IS INTENDED TO CREATE:
 1. RIPIARIAN TO ROAD WIDTH 25 M
 2. RESTRICTION ON THE USE OF LAND
 3. RESTRICTION ON THE USE OF LAND
 4. RESTRICTION ON THE USE OF LAND
 5. RESTRICTION ON THE USE OF LAND

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



NO	SECTION	BEARING	DISTANCE	ARC LENGTH	RADIUS
I	WING	215°06'50"	4.22		
J	WING	268°00'	11.605		
K	WING	125°04'50"	11.57		
L	WING	30°24'	12.38		
M	WING	199°30'30"	4.5		
N	WING	300°00'25"	4.445		
O	WING	263°00'	2.551		
P	WING	342°05'50"	4.455		
Q	WING	30°00'50"	11.54		
	WING		25.22		

NO	BEARING	DISTANCE	ARC LENGTH	RADIUS
18	71°53'33"	6.625	6.68	15
19	97°04'52"	6.455	6.505	15
20	32°03'26"	9.76	10.03	12
21	243°14'52"	5.11	5.11	6.4
22	228°06'16"	8.985	9.025	15
23	230°04'08"	9.96	10.155	15
24	210°08'27"	1.1	1.1	33.825
25	178°09'51"	6.09	6.1	33.825
26	242°23'42"	9.145	9.175	33.825
27	221°35'20"	9.315	9.58	15
28	221°26'01"	5.41	5.44	15
29	103°35'22"	5.055	5.09	15
30	92°44'20"	9.375	9.58	13.316
31	239°01'06"	4.255	4.28	33.825

NO	BEARING	DISTANCE
7	35°08'50"	1.995
8	260°59'25"	4.305
9	158°52'05"	5.4
10	242°57'40"	6.685
11	305°04'50"	2.49

NO	BEARING	DISTANCE
32	242°23'42"	9.145
33	221°35'20"	9.315
34	221°26'01"	5.41
35	103°35'22"	5.055
36	92°44'20"	9.375
37	239°01'06"	4.255
38	71°53'33"	6.625
39	97°04'52"	6.455
40	32°03'26"	9.76
41	243°14'52"	5.11
42	228°06'16"	8.985
43	230°04'08"	9.96
44	210°08'27"	1.1
45	178°09'51"	6.09
46	242°23'42"	9.145
47	221°35'20"	9.315
48	221°26'01"	5.41
49	103°35'22"	5.055
50	92°44'20"	9.375
51	239°01'06"	4.255
52	71°53'33"	6.625
53	97°04'52"	6.455
54	32°03'26"	9.76
55	243°14'52"	5.11
56	228°06'16"	8.985
57	230°04'08"	9.96
58	210°08'27"	1.1
59	178°09'51"	6.09
60	242°23'42"	9.145
61	221°35'20"	9.315
62	221°26'01"	5.41
63	103°35'22"	5.055
64	92°44'20"	9.375
65	239°01'06"	4.255

Plan Drawing only to appear in this space

Reduction Ratio 1: 800
 SURVEYORS REFERENCE: 81/75G

DP 017435
 Registered: 2014/06/19/92
 This is sheet 2 of the plan of 2 sheets
 dated 17 MARCH 1992
 M. Sullivan
 Surveyor registered under Statutes Act 1928
 This is sheet 2 of the plan of 2 sheets
 dated 17 MARCH 1992
 24-4-92

For use where there is reflection in any part of Plan Form 2
 General Clerk

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

Lengths are in metres

Sheet 1 of 13 Sheets

PART 1

PLAN **DP817435**

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

Full name and address of
the proprietor of the Land

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

Full name and address of
Mortgagee of the Land

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

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

Easement to drain water 2.5 wide

Schedule of Lots etc. affected

Lots Burdened

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

Lots Benefited

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

P. Carroll

M. Kanjian

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

Lengths are in metres

Sheet 2 of 13 Sheets

PLAN

DP817435

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

2. Identity of restriction
secondly referred to in the
abovementioned plan Restrictions on the use of land
- Schedule of Lots etc. affected
- | <u>Lots Burdened</u> | <u>Lots Benefited</u> |
|---|---|
| Every Lot except Lot 301 & 337-347
inclusive | Every other Lot except 301 and 337-347
inclusive |
3. Identity of restriction
thirdly referred to in the
abovementioned plan Restrictions on the use of land
- Schedule of Lots etc. affected
- | <u>Lot Burdened</u> | <u>Lots benefited</u> |
|---------------------|------------------------------------|
| 301 | Every other Lot except 346 and 347 |
4. Identity of restriction
fourthly referred to in the
abovementioned plan Restrictions on the use of land
- Schedule of Lots etc. affected
- | <u>Lots Burdened</u> | <u>Lots Benefited</u> |
|--------------------------|------------------------------------|
| Lots 338 - 345 inclusive | Every other Lot except 346 and 347 |
5. Identity of restriction
fifthly referred to in the
abovementioned plan Restrictions on the use of land
- Schedule of Lots etc. affected
- | <u>Lots Burdened</u> | <u>Lots Benefited</u> |
|----------------------|------------------------------------|
| Lot 337 | Every other Lot except 346 and 347 |

P. Barwell

M. Jackson

SGR:0369a



21.10

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

Lengths are in metres

Sheet 3 of 13 Sheets

PLAN

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

DP817435

PART 2

2. Terms of restrictions on the use of land secondly referred to in the
abovementioned plan

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

P. Barall *M. P. P. P.*

REGISTERED  4/10/92

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

Lengths are in metres

Sheet 4 of 13 Sheets

PLAN

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

DP817435

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

P. Barwell

M. Barwell

SGR:0369a

REGISTERED  4/6/1992

21.10

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

Lengths are in metres

Sheet 5 of 13 Sheets

PLAN

DP817435

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

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

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

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

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

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

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

P. Banah

M. [Signature]

REGISTERED 4/16/1992

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

Lengths are in metres

Sheet 6 of 13 Sheets

PLAN DP817435

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

home units and/or townhouses unless each such home unit or townhouse has a minimum total floor area of 70 square metres exclusive of car accommodation, external landings and patios.

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

P. Barwell

M. Jackson

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

Lengths are in metres

Sheet 7 of 13 Sheets

PLAN **DP817435**

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

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

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

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

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

P. Bowall

M. Patterson

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

Lengths are in metres

Sheet 8 of 13 Sheets

PLAN **DP817435**

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

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

P. Barall

M. Inferson

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

Lengths are in metres

Sheet 9 of 13 Sheets

PLAN DP817435

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

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

P. Barwell

M. Paterson

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

Lengths are in metres

Sheet 10 of 13 Sheets

PLAN DP817435

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

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

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

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

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

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

P. Banaal

M. H. H. H.



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

Lengths are in metres

Sheet 11 of 13 Sheets

PLAN DP817435

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

product known as "colorbond".

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

P. Barrell

[Signature]

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

Lengths are in metres

Sheet 12 of 13 Sheets

PLAN **DP817435**

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

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

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

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

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

.....
Director S A CORRIE



.....
Secretary *P. Barait*

SECRETARY

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

Lengths are in metres

Sheet 13 of 13 Sheets

PLAN DP817435


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

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

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

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



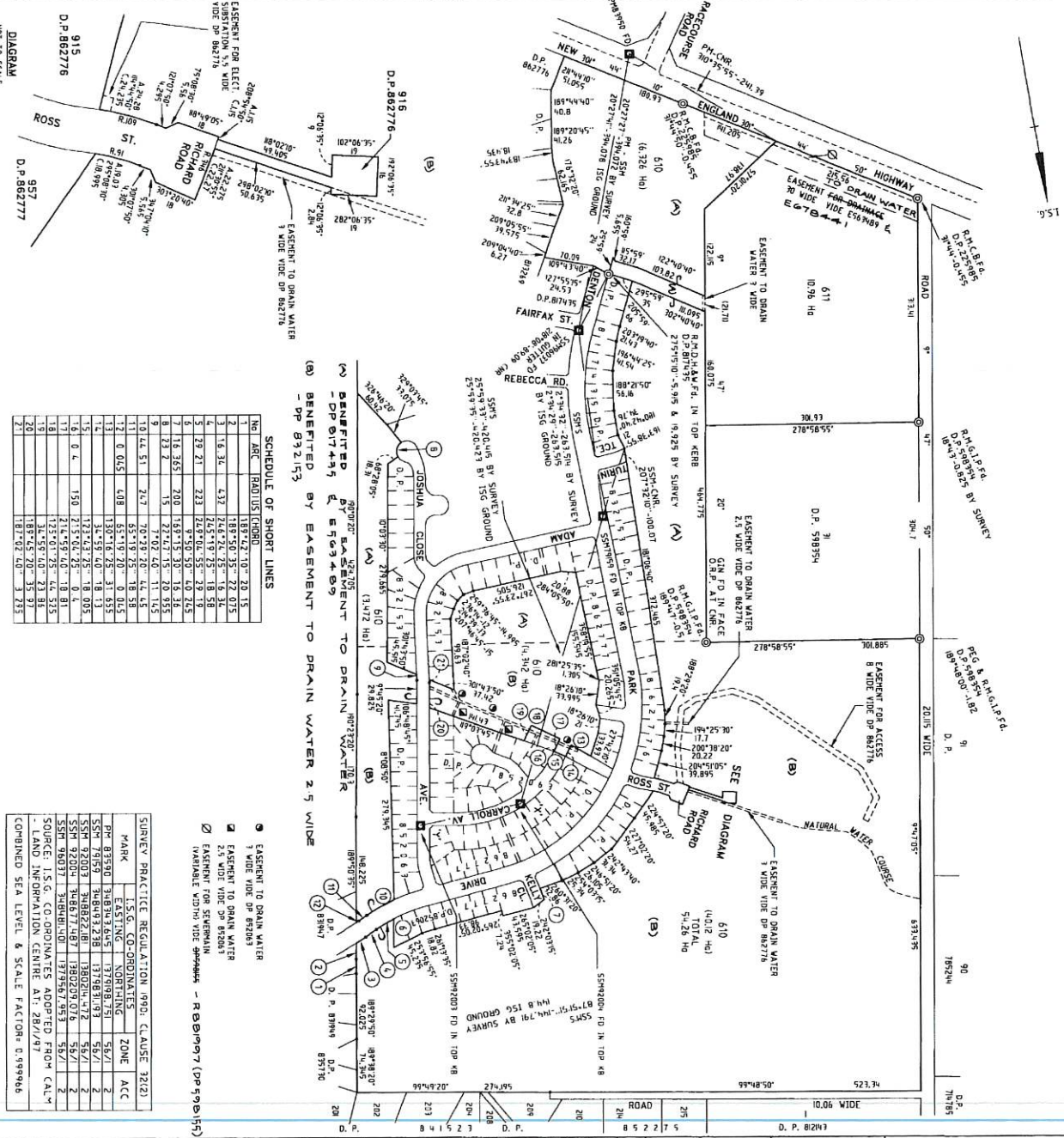
REGISTERED  4/6/1992

PLAN FORM
 SIGNATURE AND SEAL ONLY



PLANNING APPROVAL
 Crown Lands Office Approval
 Council's Certificate

1. I hereby certify that the proposed boundaries of the lot shown in the plan are correct and conform with the requirements of the relevant provisions of the Survey Act 1981 and the provisions of the Survey Regulation 1982.
 Date: 12/07/97
 Signature: [Signature]
 Title: Registrar-General



SCHEDULE OF SHORT LINES

No.	ARC	RADIUS (METRES)
1	189.72	107.20 15
2	16.34	437.24 75.16 36
3	129.21	223.24 75.16 36
4	129.21	223.24 75.16 36
5	129.21	223.24 75.16 36
6	129.21	223.24 75.16 36
7	129.21	223.24 75.16 36
8	129.21	223.24 75.16 36
9	129.21	223.24 75.16 36
10	129.21	223.24 75.16 36
11	129.21	223.24 75.16 36
12	129.21	223.24 75.16 36
13	129.21	223.24 75.16 36
14	129.21	223.24 75.16 36
15	129.21	223.24 75.16 36
16	129.21	223.24 75.16 36
17	129.21	223.24 75.16 36
18	129.21	223.24 75.16 36
19	129.21	223.24 75.16 36
20	129.21	223.24 75.16 36
21	129.21	223.24 75.16 36
22	129.21	223.24 75.16 36
23	129.21	223.24 75.16 36
24	129.21	223.24 75.16 36
25	129.21	223.24 75.16 36
26	129.21	223.24 75.16 36
27	129.21	223.24 75.16 36
28	129.21	223.24 75.16 36
29	129.21	223.24 75.16 36
30	129.21	223.24 75.16 36
31	129.21	223.24 75.16 36
32	129.21	223.24 75.16 36
33	129.21	223.24 75.16 36
34	129.21	223.24 75.16 36
35	129.21	223.24 75.16 36
36	129.21	223.24 75.16 36
37	129.21	223.24 75.16 36
38	129.21	223.24 75.16 36
39	129.21	223.24 75.16 36
40	129.21	223.24 75.16 36
41	129.21	223.24 75.16 36
42	129.21	223.24 75.16 36
43	129.21	223.24 75.16 36
44	129.21	223.24 75.16 36
45	129.21	223.24 75.16 36
46	129.21	223.24 75.16 36
47	129.21	223.24 75.16 36
48	129.21	223.24 75.16 36
49	129.21	223.24 75.16 36
50	129.21	223.24 75.16 36
51	129.21	223.24 75.16 36
52	129.21	223.24 75.16 36
53	129.21	223.24 75.16 36
54	129.21	223.24 75.16 36
55	129.21	223.24 75.16 36
56	129.21	223.24 75.16 36
57	129.21	223.24 75.16 36
58	129.21	223.24 75.16 36
59	129.21	223.24 75.16 36
60	129.21	223.24 75.16 36
61	129.21	223.24 75.16 36
62	129.21	223.24 75.16 36
63	129.21	223.24 75.16 36
64	129.21	223.24 75.16 36
65	129.21	223.24 75.16 36
66	129.21	223.24 75.16 36
67	129.21	223.24 75.16 36
68	129.21	223.24 75.16 36
69	129.21	223.24 75.16 36
70	129.21	223.24 75.16 36
71	129.21	223.24 75.16 36
72	129.21	223.24 75.16 36
73	129.21	223.24 75.16 36
74	129.21	223.24 75.16 36
75	129.21	223.24 75.16 36
76	129.21	223.24 75.16 36
77	129.21	223.24 75.16 36
78	129.21	223.24 75.16 36
79	129.21	223.24 75.16 36
80	129.21	223.24 75.16 36
81	129.21	223.24 75.16 36
82	129.21	223.24 75.16 36
83	129.21	223.24 75.16 36
84	129.21	223.24 75.16 36
85	129.21	223.24 75.16 36
86	129.21	223.24 75.16 36
87	129.21	223.24 75.16 36
88	129.21	223.24 75.16 36
89	129.21	223.24 75.16 36
90	129.21	223.24 75.16 36
91	129.21	223.24 75.16 36
92	129.21	223.24 75.16 36
93	129.21	223.24 75.16 36
94	129.21	223.24 75.16 36
95	129.21	223.24 75.16 36
96	129.21	223.24 75.16 36
97	129.21	223.24 75.16 36
98	129.21	223.24 75.16 36
99	129.21	223.24 75.16 36
100	129.21	223.24 75.16 36

PLAN OF SUBDIVISION OF LOT 30 D.P. 598354 & LOT 918 D.P. 862776

Lengths are in metres. Reduction Ratio 1:4000

LGA: MAITLAND

Suburb/Locality: RUTHERFORD

Parish: GOSFORTH

County: NORTHUMBERLAND

Ref. Map: UH580-84
UH571-24

Last Plan: DP 598354, DP 862776

PLAN OF SUBDIVISION OF LOT 30 D.P. 598354 & LOT 918 D.P. 862776

Scale: 1:4000

Combined Sea Level & Scale Factor: 0.999466

PLAN FOR USE ONLY for statements of create public reserves, drainage easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC 88B OF THE CONVEYANCE ACT 1919, IT IS INTENDED TO CREATE THE FOLLOWING EASEMENT TO DRAIN WATER 3 WIDE.

Zone: Suburban (County) (Signatory)

Survey registered under the Survey Act 1981

Point used in preparation of survey/compilation:
 D.P. 598354
 D.P. 862776
 D.P. 862777

DATE: 12/07/97

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

Lengths are in metres

Sheet 1 of 3 Sheets

Plan:

DP 867202

Plan of Subdivision of Lot 30 DP 598354 and
Lot 918 DP 862776 covered by Council Clerk's
Certificate No. 961471 of 1997.

PART 1

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

GEOFFREY ERIC SAXBY, KAY ANNE
SAXBY, KENNETH WILLIAM JOHN
SAXBY, KARENNE DIANE SAXBY, all of
RMB 30, New England Highway
Rutherford and
ANAMBAH HOMES PTY LIMITED
ACN 002 404 560
C/- Parry Carroll Kanjian
Solicitors
Level 23, MLC Centre
19 Martin Place
SYDNEY NSW 2000

Full name and address of Mortgagee of
the land in Folio Identifier 918/862776:

MAITLAND MUTUAL BUILDING
SOCIETY LIMITED
417 High Street
MAITLAND NSW 2320

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

Easement to drain water 3 wide

Schedule of Lots etc. affected

Lots Burdened

611

Lots Benefited

610, and
MAITLAND CITY COUNCIL

P. C. Small

S. A. Carrick

SAC/410361.SAM...30/01

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

Lengths are in metres

Sheet 2 of 3 Sheets

Plan: D.P. 0867202

Plan of Subdivision of Lot 30 DP 598354 and
Lot 918 DP 862776 covered by Council Clerk's
Certificate No. 961471 of 1997.

PART 2

Signed sealed and delivered by the
said GEOFFREY ERIC SAXBY
in the presence of:

G. E. Saxby.....

[Signature].....

Signed sealed and delivered by the
said KAY ANNE SAXBY
in the presence of:

K. A. Saxby.....

[Signature].....

Signed sealed and delivered by the
said KAY ANNE SAXBY
in the presence of:

K. A. Saxby.....

[Signature].....

Signed sealed and delivered by the
said KENNETH WILLIAM JOHN SAXBY
in the presence of:

K. W. J. Saxby.....

[Signature].....

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


Lengths are in metres

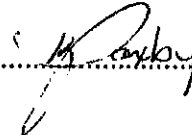
Sheet 3 of 3 Sheets

Plan: D.P. 867202

Plan of Subdivision of Lot 30 DP 598354 and
Lot 918 DP 862776 covered by Council Clerk's
Certificate No. 941471 of 1997.

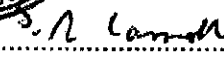
Signed sealed and delivered by the
said KARENNE DIANE SAXBY
in the presence of:





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





Director


Secretary

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





Director

Secretary

SAC/410361.SAM...30/01

REGISTERED 23-4-1997

Certificate No.: PC/2024/3548

Certificate Date: 21/10/2024

Fee Paid: \$69.00

Receipt No.: 2027156

Your Reference: 242053

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

APPLICANT: Hunter Legal and Conveyancing
bree@hunterlegal.com.au

PROPERTY DESCRIPTION: 49 Benjamin Circle RUTHERFORD NSW 2320

PARCEL NUMBER: 38897

LEGAL DESCRIPTION: Lot 1006 DP 1027183

IMPORTANT: Please read this Certificate carefully.

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

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

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

SECTION 10.7(2)

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

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

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

State Environmental Planning Policies

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

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

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

Local Environmental Plan (LEP)

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

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

Planning Proposal for a Local Environmental Plan

Council has placed on exhibition the following draft Local Environmental Plan(s) applying to the land:

DLEP Implementation of Maitland Local Housing and Rural Land Strategies

1. Introduce new LEP clauses for 'Farm stay accommodation' and 'Farm gate

premises' to support and guide agritourism.

2. Introduce 'Artisan food and drink industry' as a land use 'Permitted with consent' within RU2 Rural Landscape zone.
3. Increase the number of bedrooms allowed for 'bed & breakfast accommodation', under Maitland LEP Clause 5.4
4. Remove 'Mineral Resource Area Map' and related Maitland LEP Clause 7.5 Significant extractive resources
5. Remove 'Caravan parks' from 'Permitted with consent' within RU2 Rural Landscape zone.
6. Introduce the W2 Recreational Waterways zone over the land containing Hunter and Paterson Rivers.
7. Amend the Maitland LEP Clause 4.1A Exceptions to minimum lot sizes in R1 General Residential zone to provide better clarity on permissibility and requirements for development proposals.
8. Introduce 'Secondary dwellings' as a use 'Permitted with consent' within R5 Large Lot Residential zone.
9. Introduce a new LEP clause for 'Essential services'

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

Draft Development Control Plans

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

Draft State Environmental Planning Policies

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

ITEM 2 – Zoning and land use under relevant planning instruments

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

Zone and Land Use Table from Local Environmental Plan

R1 General Residential

1 Objectives of zone

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

2 Permitted without Consent

Home occupations

3 Permitted with Consent

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

4 Prohibited

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

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

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

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

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

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

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

Is the land within a conservation area, however described?

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

Note: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning and Environment, Biodiversity and Conservation Division.

ITEM 3 – Contribution plans***The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.***

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

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

The land IS NOT in a special contributions area.

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

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

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

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

Complying development under the **Rural Housing Code** may not be carried out

on the land as it is not within an applicable zone.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM 5 – Exempt Development

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

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

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

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

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

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

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

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

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

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

ITEM 7 - Land Reserved for Acquisition

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

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

ITEM 8 – Road widening and road realignment

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

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

Note: This item relates to Council's road proposals only. Other authorities, including the NSW Roads and Traffic Authority may have road widening proposals.

ITEM 9 – Flood related development controls

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

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

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The probable maximum flood has the same meaning as the Floodplain Development Manual.

Note in this section – **flood planning area** has the same meaning as in the Floodplain Development Manual. **Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 00) published by the NSW Government in April 2005. **probable maximum flood** has the same meaning as in Floodplain Development Manual

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

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

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

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

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

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

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

Note in this section –

adopted policy means a policy adopted –

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

ITEM – 11 Bush fire prone land

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

The land is NOT identified as being bushfire prone land.

Note – In accordance with the *Environmental Planning and Assessment Act 1979*, bush fire prone land, in relation to area, means land recorded for the time being as

bush fire prone on a bush fire prone land map for the area. This mapping is subject to periodic review.

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

ITEM – 12 Loose-fill asbestos insulation

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

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

ITEM – 13 Mine subsidence

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

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

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

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

ITEM – 15 Property vegetation plans

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

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

ITEM – 16 Biodiversity stewardship sites

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

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

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

ITEM 17 – Biodiversity certified land

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

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

Note – Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

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

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

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

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

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

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

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

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

ITEM 20 – Western Sydney Aerotropolis

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

ITEM 21 – Development consent conditions for seniors housing

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

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

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

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

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

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

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

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

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

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

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

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

Contaminated Land

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

Jeff Smith
General Manager

263 High-Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

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

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



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



HUNTER LEGAL & CONVEYANCING

49 BENJAMIN

RUTHERFORD

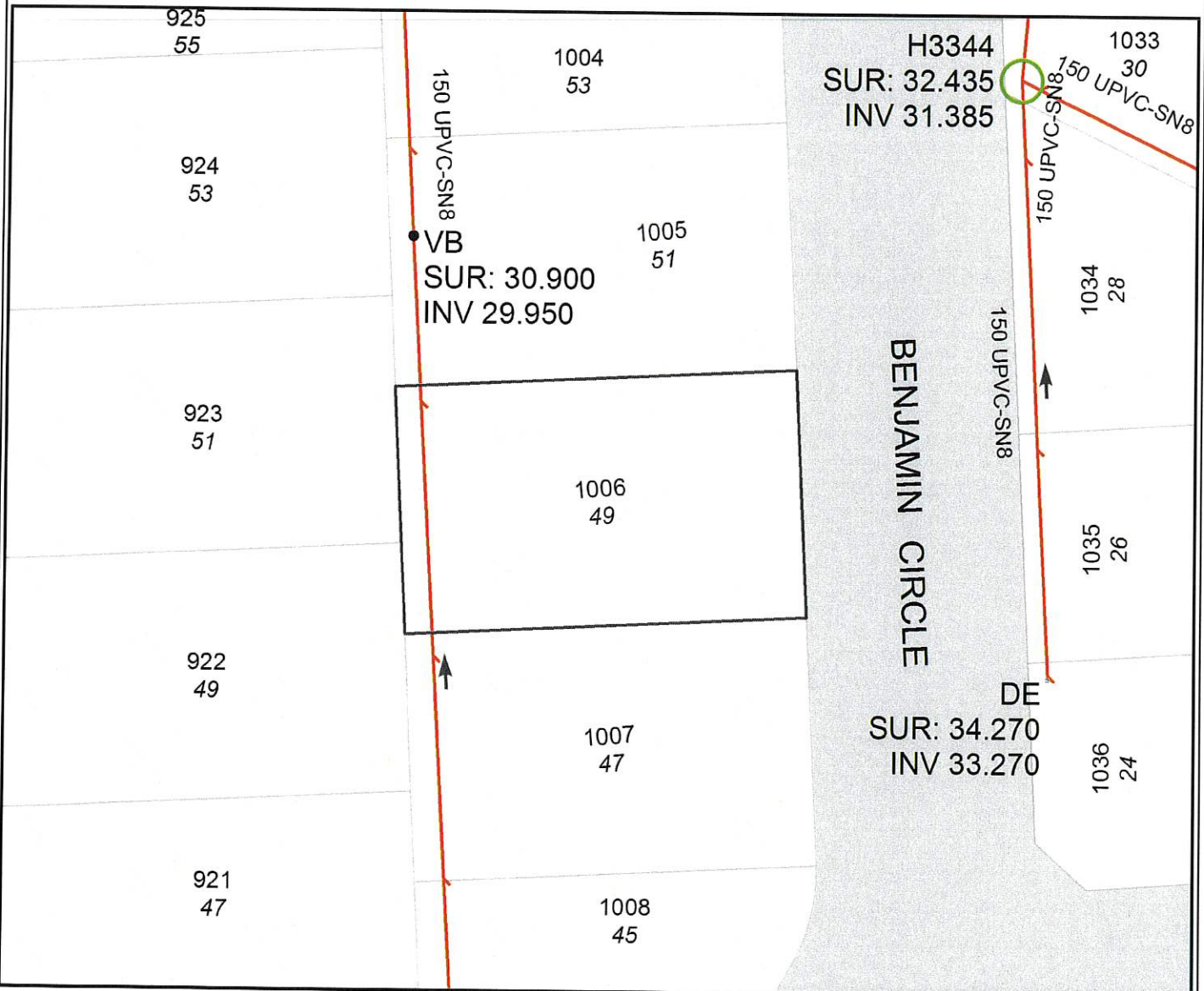
APPLICATION NO.: 2406663

APPLICANT REF: 242053

RATEABLE PREMISE NO.: 6027910206

PROPERTY ADDRESS: 49 BENJAMIN CIR RUTHERFORD 2320

LOT/SECTION/DP:SP: 1006//DP 1027183



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

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

IMPORTANT:

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

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

Date: 18/10/2024

Scale at A4: 1:500

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

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

