

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 82428684	NSW DAN:
vendor's agent	David Haggarty First National Real Estate 454 High Street MAITLAND NSW 2320		Phone: 02 4933 5544 Fax: 0249331706 Ref:
co-agent			
vendor			
vendor's solicitor	Hunter Legal & Conveyancing 5 Church Street Maitland NSW 2320		Phone: 1300 224 828 Fax: Ref: 210795
date for completion	42 days after the contract date	(clause 15)	Email: sue@hunterlegal.com.au
land	3 LAUREN CL RUTHERFORD NSW 2320		
(Address, plan details and title reference)	LOT 844 IN DEPOSITED PLAN 852063 844/852063		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" 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"/> blinds	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Air con x2, ceiling fan		
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

buyer's agent

vendor

witness

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

purchaser JOINT TENANTS tenants in common

in unequal shares

witness

2
Choices

vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30) no YES

Electronic transaction (clause 30)

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

land tax is adjustable NO yes

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

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

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

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

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

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

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 email address:

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by 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 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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 clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

1 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.

2 Reasonable Notice

2.1 It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete, 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.

2.2 It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete by the Vendor, then in addition to the balance of the price, the purchaser shall pay to the vendor the sum of Two Hundred and Fifty Dollars (\$250.00) exclusive of GST, as agreed reasonable legal expense incurred by the Vendor as a result of having to issue such Notice to Complete.

2.3 The purchaser's obligation to pay the sum referred to in clause 2.2 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.

3. Liquidated Damages

3.1 In the event that the purchaser does not complete this contract on or before the completion date, and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the purchase price at the rate of 10% pa until completion.

3.2 The sum of \$330.00 on account of the additional legal fees incurred by the Vendor because of the delay;

3.3 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.

4. 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."

5. 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.

6. Condition of Property

The purchaser acknowledges to the vendor that:

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

8. 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).

9. 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).

10. 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.

11. Requisitions on Title

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

12. 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.

13. Electronic Signatures

- 13.1 The parties agree to accept, for the purpose of exchange of Contracts, signatures by either the vendors or purchasers which are facsimile, photocopy or any other form of electronic signatures and to comply with clause 13.2, 13.3 and 13.4.
- 13.2 The parties agree to provide to the other parties within 10 business days after the date of this Contract, a cover page of the Contract bearing original signatures.
- 13.3 The parties agree that the cover page of Contract bearing original signatures must be dated the same as this Contract.
- 13.4 The parties agree that they shall not make any requisitions objection claim or delay completion due to the matter of execution of this Contract as the exchange date.

14. 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.

15. 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.

16 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) installments as follows:-

- 16.1 0.25% of the agreed purchase price to be paid on or before the date of this Contract; and
- 16.2 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.

17. Sewer Diagram - Hunter Water

- 17.1 The Vendor discloses, and the purchaser specifically acknowledges that the diagram annexed to the Contract may only disclose the sewer main and, as at the date of this Contract, this is the only diagram available for the property from Hunter Water.
- 17.2 The Purchaser accepts this diagram and shall make their own inquiries in relation to the services and the diagram. The Purchaser agrees to not call upon the Vendor to supply an updated diagram nor make any objection, requisition or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

18. 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.

19. Extension(s) to Cooling Off Period

If a cooling-off 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.

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.

REPLIES TO REQUISITIONS ON TITLE

1. Noted
2. No.
3. This sale is subject to a tenancy.
4. No.
5. (a)-(b) Not applicable.
6. Noted.
7. Noted.
8. Not as far as the vendor is aware.
9. At the office of the discharging mortgagee if there is a mortgage otherwise at our office.
10. No.
11. Noted.
12. See the contract. If no adjustment is required then any outstanding tax will be paid. Please advise if you do not receive a clear section 47 certificate.
13. Noted.
14. No.
15. (a) As far as the vendor is aware yes.
(b) No.
(c) No.
(d) No.
(e) If applicable then details have been provided.
16. As to the vendor no.
17. There is no swimming pool.
18. (a) It is presumed to adjoining owners.
(b) No.
(c) Not applicable.
(d) No.
(e) No.
19. No.
20. (a)-(c) Other than as disclosed in the contract, no.
21. (a)-(f) Not as far as the vendor is aware.
22. (a)-(c) The services that are available will have been seen by the purchaser. Other than shown on certificates attached to the contract the vendor does not know the location of these services or of those of adjoining properties.
23. Not that the vendor is aware.
24. Noted.
25. Noted.
26. If applicable this will be provided shortly prior to settlement.
27. Noted
28. Not agreed.



**LAND
REGISTRY
SERVICES** **Title Search**

Information Provided Through
triSearch (Leap)
Ph. 02 9247 1806 Fax.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 844/852063

SEARCH DATE	TIME	EDITION NO	DATE
26/5/2021	3:05 PM	5	11/9/2017

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 844 IN DEPOSITED PLAN 852063
AT RUTHERFORD
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP852063

FIRST SCHEDULE

(T AM718563)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 E563489 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED SHOWN WITH E563489
- * AN418405 VARIATION OF EASEMENT E563489 SITE VARIED PURSUANT TO ORDER OF COURT AND SHOWN IN PLAN WITH AN418405
- 3 DP832153 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP852063 RESTRICTION(S) ON THE USE OF LAND
- 5 AM718564 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

210795

PRINTED ON 26/5/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. triSearch an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 26/05/2021 15:05:01

REGULATIONS, STATES AND STRATEGIES of reference to address...
 1. The requirements of the Planning and Environment Act 1997 (PEA) and the Planning and Environment Regulation 2006 (PER) apply to this plan.
 2. The requirements of the Planning and Environment Act 1997 (PEA) and the Planning and Environment Regulation 2006 (PER) apply to this plan.
 3. The requirements of the Planning and Environment Act 1997 (PEA) and the Planning and Environment Regulation 2006 (PER) apply to this plan.

Plan Drawing only to appear in this space

OFFICE USE ONLY

SEE SHEET 3

CLAYED BOUNDARIES

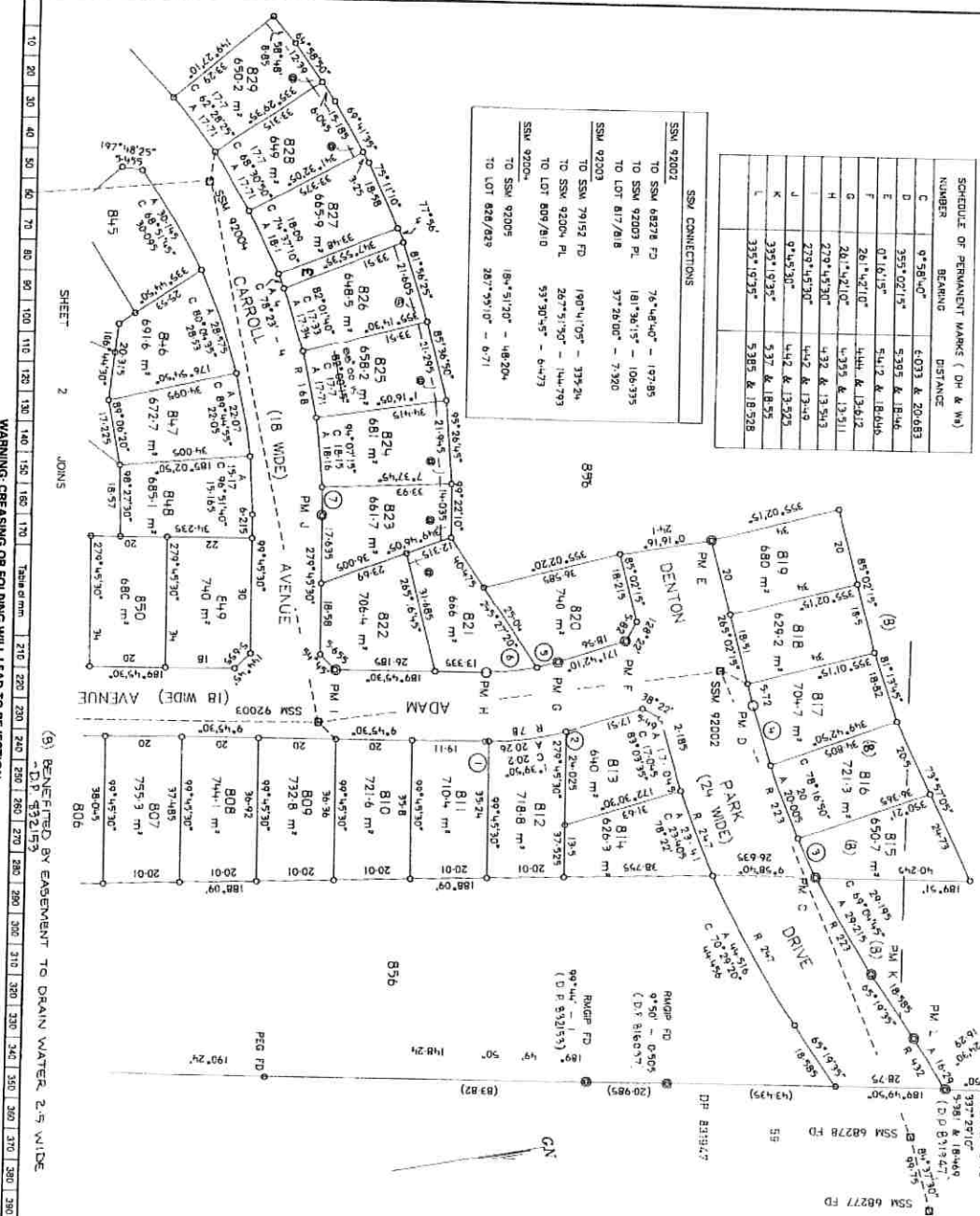
NO	BEARING	DISTANCE	ARC LENGTH	RADIUS
1	9° 25' 55"	0.85	0.85	7.8
2	35° 57' 45"	3.43	1.1205	7.8
3	2° 48' 42"	1.205	1.205	223
4	11° 24' 42"	1.6205	1.6205	223
5	11° 24' 42"	5.47	5.47	6.0
6	18° 24' 45"	13.285	13.285	16.8
7	27° 29' 15"	7.45	7.45	16.8
8	31° 44' 45"	7.31	7.385	16.8

SCHEDULE OF PERMANENT MARKS (DH & WA)

NUMBER	BEARING	DISTANCE
C	9° 58' 40"	6.033 & 20.683
D	35° 57' 45"	5.395 & 18.946
E	0° 18' 15"	5.412 & 18.646
F	28° 14' 21"	4.444 & 13.612
G	28° 14' 21"	4.395 & 13.511
H	27° 45' 30"	4.32 & 13.543
I	27° 45' 30"	4.42 & 13.442
J	9° 45' 30"	4.42 & 13.525
K	35° 57' 45"	5.37 & 18.955
L	35° 10' 30"	5.885 & 18.928

SSW CONNECTIONS

SSM 92002	TO SSM 68278 FD	75° 48' 40" - 197.85
TO SSM 92003 PL	181° 36' 15" - 106.375	
TO LOT 817/818	37° 28' 00" - 7.920	
SSM 92003	TO SSM 79152 FD	180° 11' 05" - 335.54
TO SSM 92004 PL	267° 51' 30" - 144.793	
TO LOT 809/810	93° 30' 45" - 64.73	
SSM 92004	TO SSM 92005	184° 51' 20" - 48.204
TO LOT 828/829	287° 59' 10" - 0.71	



Req: R917929 / Doc: DP 0852063 P / Rev: 23-Nov-1995 / NSW LRS / Pgs: ALL / Pnt: 26-May-2021 15:26 / Seq: 1 of 3
 © Office of the Registrar-General / Src: TRISBARCH / Ref: 210795

City of Maitland Council

Council's Certificate

Control No: DA 35000

Subdivision No: 238080

Lot: 81/256 - Str. 8

DP 852063

16-8-1995

CAVE 99080 of 11-8-1995

The system TORRENS

Proposed SUBDIVISION

Ref: Plan 45572-21

Lot 8180-819

Lot 8180-819

DP 852063, 2881

PLAN OF SUBDIVISION OF

LOT 468 DP 832153

AND LOT 8 DP 2881

Lengths are in metres. Sanctioned Block 1 800

LGA: MAITLAND

Locality: RUTHERFORD

Parish: GOSFORTH

County: NORTHUMBERLAND

This is sheet 3 of my plan in 3 SHEETS

1. JEFFREY ALAN COLLEGE

2. 31 ST ANDREW ST, MAITLAND

A survey registered under the Survey Act 1981, whereby the lot 468 DP 832153 and lot 8 DP 2881 are divided into 3 lots in accordance with the Survey Act 1981 and the Survey Regulation 2006. The survey is shown on the plan.

Plans used in preparation of survey: DP 832153, DP 2881, DP 831947, DP 598354, DP 597146, DP 813192, DP 817435

PLAN FOR USE ONLY for the purposes of submission to determine public roads, easements, covenants on the use of land or positive easements.

IT IS INTENDED TO DELEGATE:

1. CAROL AVENUE, LAUREN CLOSE AND THE EXTENSIONS OF ADAM AVENUE AND DENTON PARK DRIVE AND THE PATHWAYS 4 WIDE TO THE PUBLIC

2. LOT 817 AS EVIDENT TO THE CERTIFICATE OF TITLE TO BE CAVED TO THE RESERVE PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919 AS AMENDED

IT IS INTENDED TO OPERATE:

1. EASEMENT TO DRAIN WATER 2.5 WIDE

2. EASEMENT TO DRAIN WATER 2.5 WIDE

3. RESTRICTIONS ON THE USE OF LAND

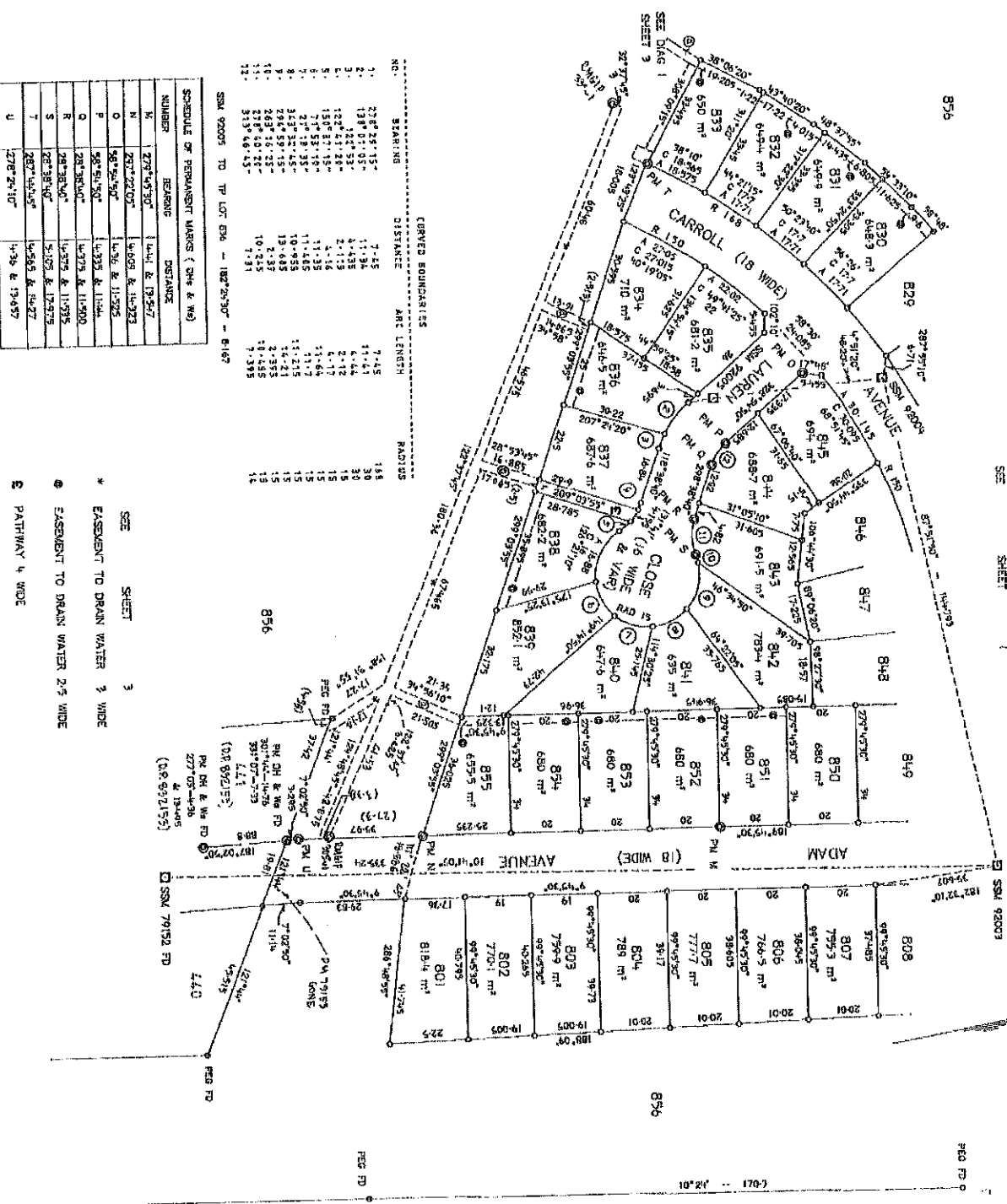
4. RESTRICTIONS ON THE USE OF LAND

5. EASEMENT FOR UNDERGROUND CABLES 2 WIDE

6. EASEMENT FOR UNDERGROUND CABLES 2 WIDE

7. RESTRICTIONS ON THE USE OF LAND

NO	BEARING	DISTANCE	ARC LENGTH	RADIUS
1	9° 25' 55"	0.85	0.85	7.8
2	35° 57' 45"	3.43	1.1205	7.8
3	2° 48' 42"	1.205	1.205	223
4	11° 24' 42"	1.6205	1.6205	223
5	11° 24' 42"	5.47	5.47	6.0
6	18° 24' 45"	13.285	13.285	16.8
7	27° 29' 15"	7.45	7.45	16.8
8	31° 44' 45"	7.31	7.385	16.8



CURVED BOUNDARIES

NO.	BEARING	DISTANCE	ARC LENGTH	RADIUS
1	228°24'15"	7.45	7.45	18
2	138°01'45"	11.41	11.41	30
3	41°38'	4.44	4.44	30
4	120°41'28"	2.13	2.12	18
5	156°37'15"	4.14	4.17	15
6	7°52'18"	11.35	11.64	15
7	2°18'35"	11.48	11.72	15
8	313°32'45"	10.95	11.42	15
9	284°57'15"	12	12.32	15
10	285°13'22"	10.35	10.85	15
11	313°46'15"	7.31	7.38	14
12				

SSM 92005 TO TP LOT 636 - 182°29'30" - 8.167

SCHEDULE OF PERMANENT MARKS (CH & WA)

NUMBER	BEARING	DISTANCE
M	279°49'30"	4.41 & 19.547
N	267°22'07"	4.05 & 14.22
O	58°54'30"	4.36 & 11.205
P	58°54'30"	4.33 & 11.44
Q	281°38'00"	4.37 & 11.920
R	281°38'00"	4.37 & 11.915
S	287°38'00"	5.05 & 17.57
T	287°38'00"	4.55 & 14.27
U	278°24'10"	4.36 & 19.437

- SEE SHEET 3
- * EASEMENT TO DRAIN WATER 1/2 WIDE
- ◉ EASEMENT TO DRAIN WATER 2/5 WIDE
- ◉ PATHWAY 4 WIDE

Plan Drawing only to appear in this space

DP 852063
 16.8.1995

Registered
 16.8.1995
 This document is a copy of the original as filed in Form 2.
 11.8.25

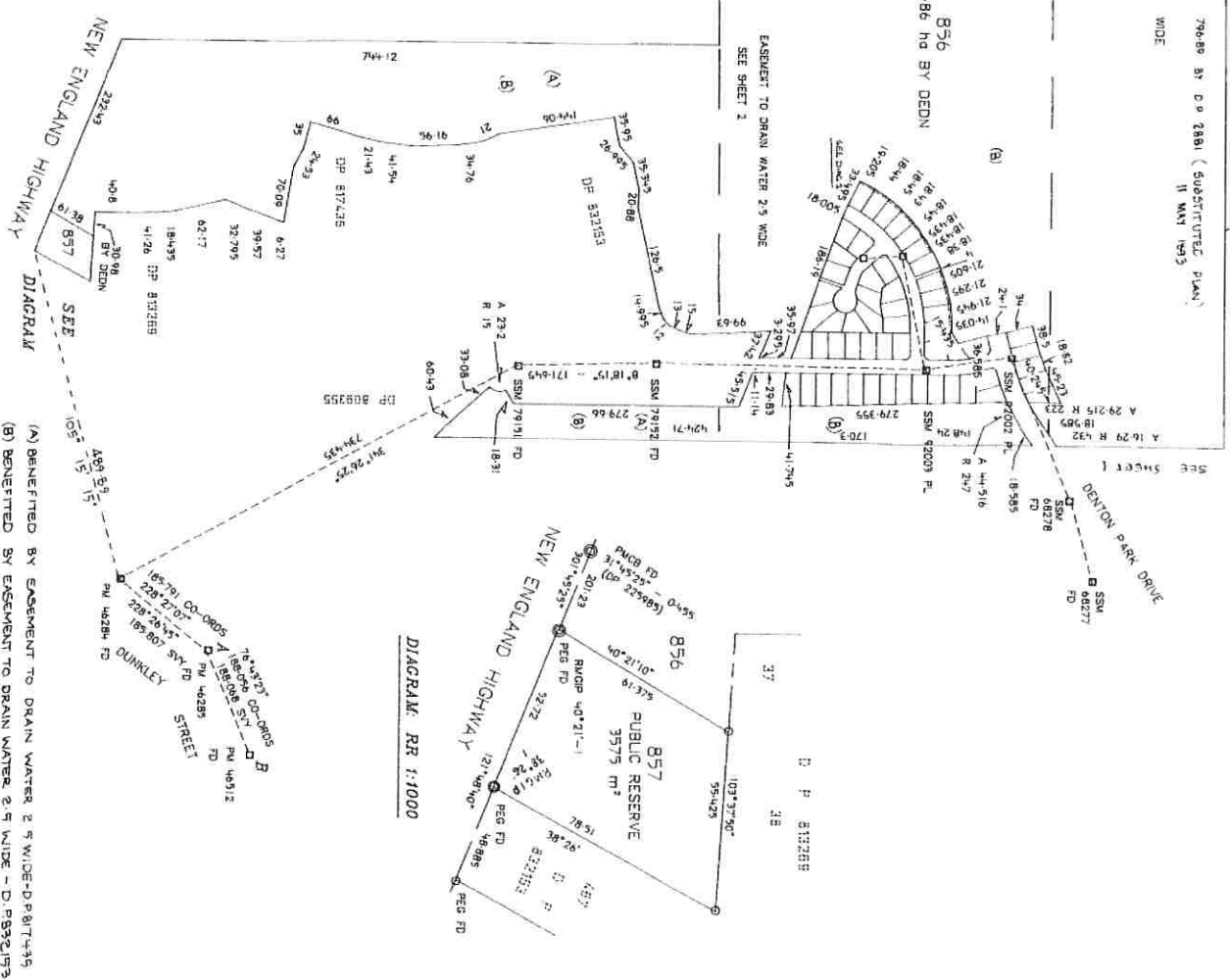
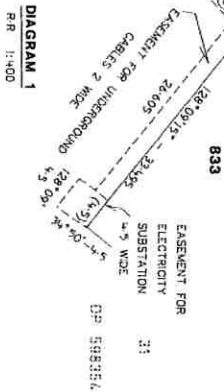
Supervisor
 Registrar-General
 NSW LRS

WARNING: CHANGING OR POLLING WILL LEAD TO RECALCULATION

SURVEY PRACTICE REGULATIONS CLAUSE 32(2)

MARK	EASTING	NORTHING	ZONE	ACC
PM 46284	344968.980	1379018.987	56/1	2
PM 46285	344908.026	1379142.213	56/1	2
PM 46512	344291.036	1379185.402	56/1	2

COORDINATES FROM SDAJ JAN-95
COMBINED SCALE FACTOR 0.99997



(A) BENEFITED BY EASEMENT TO DRAIN WATER 2.5 WIDE-D.P.817435
 (B) BENEFITED BY EASEMENT TO DRAIN WATER 2.5 WIDE - D.P.832179

Plan Drawing only to appear in this space

DP 852063

Registered **16.0.1995**

Surveyor General
 DA 7308
 11.8.95

[Signature]
 Surveyor General

For a plan 3 of the plan 2
 For a plan 3 of the plan 2
 For a plan 3 of the plan 2

SURVEYOR'S REFERENCE B-126 57 B

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

Lengths are in metres

Sheet 1 of 11 Sheets

PART 1

Plan: **DP 852063**

Plan of Subdivision of Lot 8 DP2881 and Lot 468 DP832153 covered by Council Clerk's Certificate No. 93080 of 1995.

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

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

Full name and address of Mortgagee of the land:-

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

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

Easement to drain water 2.5 wide

Schedule of Lots etc. affected

Lots Burdened

821
823
824
825
826
828
829
830
831
832
833
838
836

Lots Benefited

822
821, 822
821 - 823 incl
821 - 824 incl
821-825 incl
827
827, 828
827 - 829 incl
827 - 830 incl
827 - 831 incl
827 - 832 incl
839
837

S. A. Carroll

P. Carroll

sgr:162319_1.SAM

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

Lengths are in metres

Sheet 2 of 11 Sheets

Plan:

DP 852063

Plan of Subdivision of Lot 8 DP2881 and Lot
468 DP832153 covered by Council Clerk's
Certificate No. 93080 of 1995.

Lots Burdened

851
852
853
854
855
856

Lots Benefited

850
850, 851
850-852 incl
850-853 incl
850-854 incl
827-833 incl, 836-839 incl,
850-855 incl.

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

Easement to drain water 3 wide

Schedule of Lots etc. affected

Lot Burdened

856

Lot or Authority Benefited

Adam Avenue & Maitland Council

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

Restriction on the Use of Land

Schedule of Lots etc. affected

Lots Burdened

Every Lot except 808, 812, 819, 824
827, 856 & 857

Lots Benefited

Every other Lot except 856 & 857

S.O. Land

P. O. Randall

sgr:162319_1.SAM

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

Lengths are in metres

Sheet 3 of 11 Sheets

Plan:

DP 852063

Plan of Subdivision of Lot 8 DP2881 and Lot
468 DP832153 covered by Council Clerk's
Certificate No. 9308D of 1995.

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

Restriction on the Use of Land

Schedule of Lots etc. affected

Lots Burdened
808, 812, 819, 824, 827

Lots Benefited
Every other Lot except 856 & 857

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

Easement for underground cables 2 wide

Schedule of Lots etc. affected

Lot Burdened
856

Authority Benefited
Shortland Electricity

6. Identity of restriction
sixthly referred to in the
abovementioned plan:

Easement for electricity Substation 4.5m
wide

Schedule of Lots etc. affected

Lots Burdened
856

Authority Benefited
Shortland Electricity

S. J. Cannon P. Marshall.

sgr:162319_1.SAM

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

Lengths are in metres

Sheet 4 of 11 Sheets

Plan:

D. P. 852063

Plan of Subdivision of Lot 8 DP2881 and Lot
468 DP832153 covered by Council Clerk's
Certificate No. 93080 of 1995.

PART 2

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

S. P. Lander P. Barall.

sgr:162319_1.SAM

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

Lengths are in metres

Sheet 5 of 11 Sheets

Plan:
D. P. 852063

Plan of Subdivision of Lot 8 DP2881 and Lot
468 DP832153 covered by Council Clerk's
Certificate No. 33⁸⁰ of 1995.

- (f) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (g) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (h) No more than one single dwelling shall be erected on any lot burdened and for this purpose "dwelling" shall not include a building designed for the separate occupation of more than one family unit.
- (i) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick or Colorbond and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (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.

S. A. Lamb *P. Barwell*

sgr:162319_1.SAM

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

Lengths are in metres

Sheet 6 of 11 Sheets

Plan:

D.P. 852063

Plan of Subdivision of Lot 8 DP2881 and Lot
468 DP832153 covered by Council Clerk's
Certificate No. 93080 of 1995.

- (m) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (n) No earth, stone or gravel shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (o) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (p) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (q) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (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

sgr:162319_1.SAM

S. A. Lander P. Barwell

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

Lengths are in metres

Sheet 7 of 11 Sheets

Plan:

Plan of Subdivision of Lot 8 DP2881 and Lot
468 DP832153 covered by Council Clerk's
Certificate No. 93080 of 1995.

D. P. 852063

or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

4. Terms of restriction of the use of land fourthly referred to in abovementioned plan:

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

S. A. Lander

P. L. O'Connell

sg:162319_1.SAM

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

Lengths are in metres

Sheet 8 of 11 Sheets

Plan:

D.P. 852063

Plan of Subdivision of Lot 8 DP2881 and Lot
468 DP832153 covered by Council Clerk's
Certificate No. 93080 of 1995.

- (d) No building shall be erected on each lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
- (e) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (f) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (g) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick or Colorbond and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (h) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (i) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but 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.

S.A. Lamm *P. Barall*

sgr:162319_1.SAM

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

Lengths are in metres

Sheet 9 of 11 Sheets

Plan:

D. P. 852063

Plan of Subdivision of Lot 8 DP2881 and Lot
468 DP832153 covered by Council Clerk's
Certificate No. 93080 of 1995.

- (j) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.
- (k) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (l) No earth, stone or gravel shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (m) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (n) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (o) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (p) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (q) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding two (2) tonne shall be parked or permitted to remain on any lot burdened.

S. A. Lamb *P. Barrell*

sgr:162319_1.SAM

**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
Sheets

Sheet 10 of 11

Plan:

D.P. 852063

Plan of Subdivision of Lot 8 DP2881 and Lot
468 DP832153 covered by Council Clerk's
Certificate No. 93030 of 1995.

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 easement for underground cables 2 wide fifthly referred to in abovementioned plan:

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

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

6. Terms of easement for electricity Substation sixthly referred to in abovementioned plan:

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

S.A. Land P. Barrell

sgr:162319_1.SAM

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

Sheet 11 of 11

**Lengths are in metres
Sheets**

Plan:
D.P. 852063

Plan of Subdivision of Lot 8 DP2881 and Lot
468 DP832153 covered by Council Clerk's
Certificate No. 93080 of 1995.

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

**THE COMMON SEAL of ANAMBAH HOMES
PTY LIMITED ACN 002 404 560**
was hereunto affixed by authority
of the Board of Directors and
in the presence of:



S. P. Kent
.....
Director

P. Barrell
.....
Secretary

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



[Signature]
.....
Director

[Signature]
.....
Secretary

sgr:162319_1.SAM

REGISTERED  16-8-1995

PLAN FORM 2
SIGNATURE AND SEALS ONLY



S.A. KENNIE
DIRECTOR
PLANNING
Secretary

John Michael Kennie
DIRECTOR
PLANNING
Secretary

Crown Lands Office Approval

PLAN APPROVED
Approved by
Date: 26/06/2019

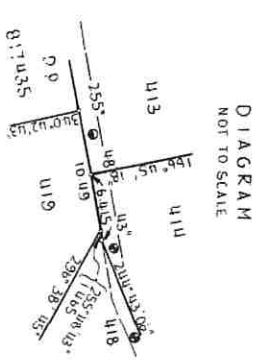
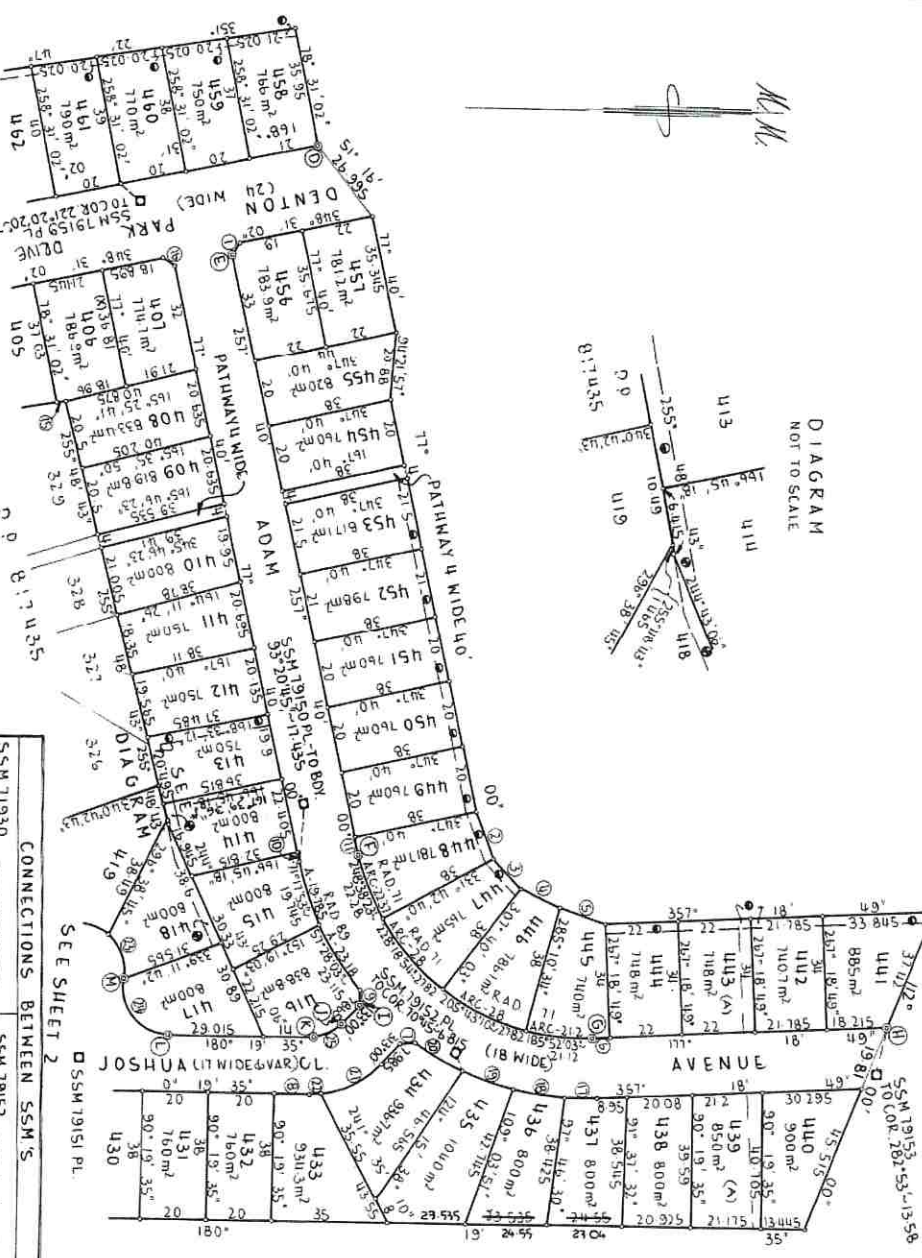
Council Clerk's Certificate

1. I hereby certify that
(a) the requirements of the Local Government Act, 1974 have been met
(b) the requirements of the Subdivision Act, 1988 have been met
(c) the requirements of the Resource Management Act, 1991 have been met
(d) the requirements of the Building Act, 2004 have been met
(e) the requirements of the Fire and Emergency Act, 2017 have been met
(f) the requirements of the Resource Management Act, 1991 have been met
(g) the requirements of the Resource Management Act, 1991 have been met
(h) the requirements of the Resource Management Act, 1991 have been met
(i) the requirements of the Resource Management Act, 1991 have been met
(j) the requirements of the Resource Management Act, 1991 have been met
(k) the requirements of the Resource Management Act, 1991 have been met
(l) the requirements of the Resource Management Act, 1991 have been met
(m) the requirements of the Resource Management Act, 1991 have been met
(n) the requirements of the Resource Management Act, 1991 have been met
(o) the requirements of the Resource Management Act, 1991 have been met
(p) the requirements of the Resource Management Act, 1991 have been met
(q) the requirements of the Resource Management Act, 1991 have been met
(r) the requirements of the Resource Management Act, 1991 have been met
(s) the requirements of the Resource Management Act, 1991 have been met
(t) the requirements of the Resource Management Act, 1991 have been met
(u) the requirements of the Resource Management Act, 1991 have been met
(v) the requirements of the Resource Management Act, 1991 have been met
(w) the requirements of the Resource Management Act, 1991 have been met
(x) the requirements of the Resource Management Act, 1991 have been met
(y) the requirements of the Resource Management Act, 1991 have been met
(z) the requirements of the Resource Management Act, 1991 have been met

Approved by: *[Signature]*
Date: 26/06/2019

Support Reference: 8/256 - ST L

Plan Drawing only to appear in this space



(X) 98.18 BY DP/251714

(Y) 58.11 BY DP/251714

CONNECTIONS BETWEEN SSM'S

SSM 71930	- 351° 46' 30" - 2.03.92
SSM 71915	- 74° 11' 30" - 181.92
SSM 71915	- 57° 11' 55" - 86.845
SSM 71915	- 178° 34' 15" - 171.645

SCHEDULE OF SHORT DISTANCES

NO	BEARING	DISTANCE
1	303° 05' 31"	11.21
2	102° 30' 01"	1.935
3	102° 30' 01"	1.935
4	21° 55' 01"	1.3
5	187° 03' 13"	1.5
6	177° 18' 49"	4.8
7	330° 30' 25"	11.48
8	330° 30' 25"	11.48
9	90° 12' 12"	2.7115
10	75° 10' 0"	3.3
11	75° 10' 0"	3.3
12	275° 48' 43"	1.485
13	275° 48' 43"	1.485
14	132° 08' 21"	2.715
15	33° 05' 31"	11.215

SCHEDULE OF CURVED BOUNDARIES

NO	CHORD BEARING	DIST	ARC RADIUS
1	0° 31' 57"	9.995	6.9
2	8° 34' 05"	15.96	6.9
3	20° 18' 01"	15.295	6.9
4	33° 29' 07"	20.875	6.9
5	35° 08' 35"	2.3	2.9
6	42° 02' 11"	13.92	11.57
7	158° 58' 47"	10.24	12.785

PERMANENT MARKS

NO	DESCRIPTION	BEARING	DISTANCES
1	D.H. & MING	258° 31'	5.46
2	D.H. & MING	348° 31'	4.42
3	D.H. & MING	317° 40'	4.42
4	D.H. & MING	317° 40'	4.42
5	D.H. & MING	261° 19'	4.36
6	D.H. & MING	172° 00'	14.76
7	D.H. & MING	172° 00'	14.76
8	D.H. & MING	223° 36'	4.485
9	D.H. & MING	210° 20'	4.4
10	D.H. & MING	210° 20'	4.485
11	D.H. & MING	0° 20'	1.36

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP 832153

Registered: 2-B-1993
CA NO 91516 OF 9-7-1993

Tin System: TORRENS
Purpose: SUBDIVISION

Ref Map: U4572-21#
U4580-8#
Last Plan: DP 817435

PLAN OF SUBDIVISION OF
LOT 7 DP 2881 & LOT 341
DP 817435

Scale: 1:1000
Location: MAITLAND
RUTHERFORD
GOSFORTH
NORTHUMBERLAND

This is sheet 1 of 3 maps in 3 sheets
Checked by: [Signature]

Prepared by: JOHN MICHAEL KENNIE
12 FEBRUARY 1993

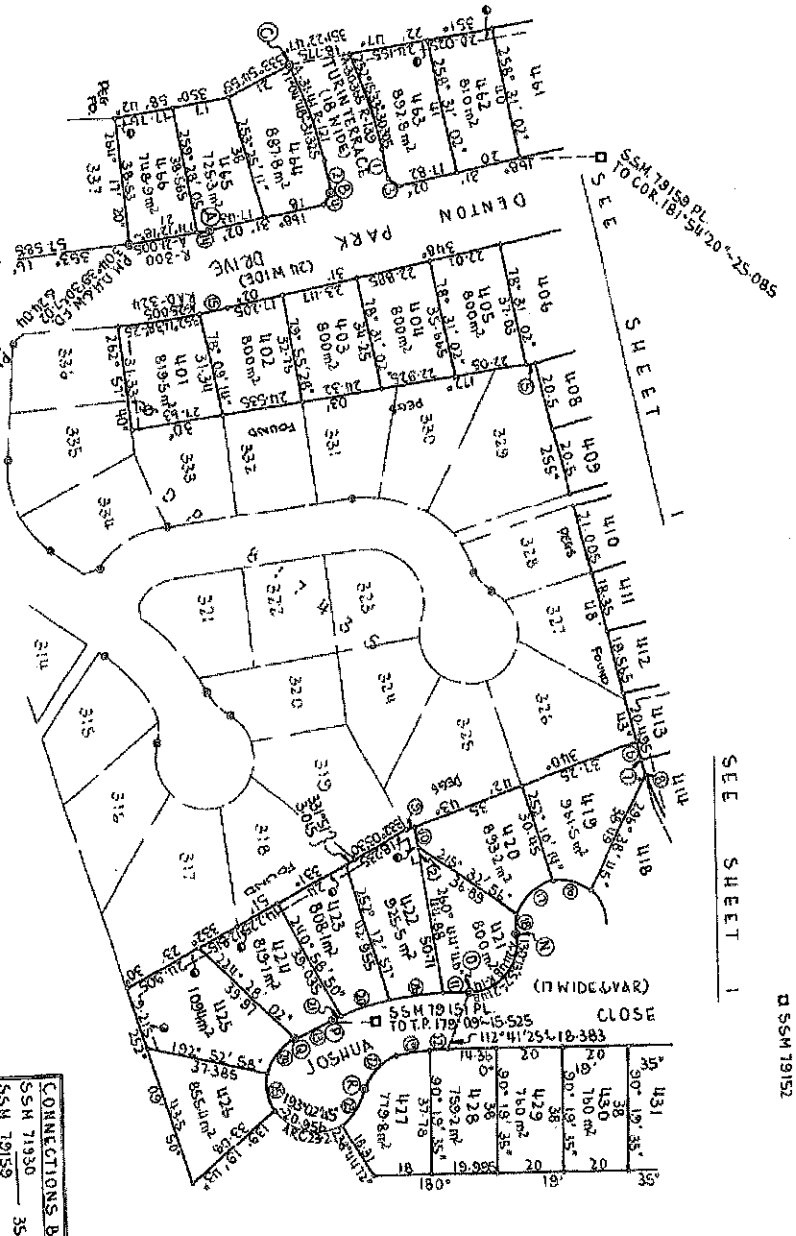
Plans used in preparation of survey/compilation:
DP 817435 DP 2881
DP 597116 DP 815190
DP 816 097 DP 730416
DP 870660 DP 378664 DP 205195

IT IS INTENDED TO DEDICATE THE EXTENSION OF DENON PARK DRIVE, ADAM AVENUE AND JOSHUA CLOSE AND PATHWAYS IN WIDE TO THE PUBLIC AS PUBLIC ROADS PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE EASEMENTS TO DRAIN WATER FROM THE SUBDIVISION TO DRAIN WATER RESTRICTION ON THE USE OF LAND POSITIVE COVE NANT FOR THE MAINTENANCE OF ACCESS DRIVE

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



SCHEMATIC OF SHORT DISTANCES

NO.	DESCRIPTION	BEARING	DISTANCE
1	DENNIS ST	111° 23'	11.7
2	DENNIS ST	111° 23'	11.7
3	DENNIS ST	111° 23'	11.7
4	DENNIS ST	111° 23'	11.7
5	DENNIS ST	111° 23'	11.7
6	DENNIS ST	111° 23'	11.7
7	DENNIS ST	111° 23'	11.7
8	DENNIS ST	111° 23'	11.7
9	DENNIS ST	111° 23'	11.7
10	DENNIS ST	111° 23'	11.7
11	DENNIS ST	111° 23'	11.7
12	DENNIS ST	111° 23'	11.7
13	DENNIS ST	111° 23'	11.7
14	DENNIS ST	111° 23'	11.7
15	DENNIS ST	111° 23'	11.7
16	DENNIS ST	111° 23'	11.7
17	DENNIS ST	111° 23'	11.7
18	DENNIS ST	111° 23'	11.7
19	DENNIS ST	111° 23'	11.7
20	DENNIS ST	111° 23'	11.7

SCHEMATIC OF CURVED BOUNDARIES

NO.	DESCRIPTION	BEARING	DISTANCE
1	DENNIS ST	111° 23'	11.7
2	DENNIS ST	111° 23'	11.7
3	DENNIS ST	111° 23'	11.7
4	DENNIS ST	111° 23'	11.7
5	DENNIS ST	111° 23'	11.7
6	DENNIS ST	111° 23'	11.7
7	DENNIS ST	111° 23'	11.7
8	DENNIS ST	111° 23'	11.7
9	DENNIS ST	111° 23'	11.7
10	DENNIS ST	111° 23'	11.7
11	DENNIS ST	111° 23'	11.7
12	DENNIS ST	111° 23'	11.7
13	DENNIS ST	111° 23'	11.7
14	DENNIS ST	111° 23'	11.7
15	DENNIS ST	111° 23'	11.7
16	DENNIS ST	111° 23'	11.7
17	DENNIS ST	111° 23'	11.7
18	DENNIS ST	111° 23'	11.7
19	DENNIS ST	111° 23'	11.7
20	DENNIS ST	111° 23'	11.7

REGULATORY MARKS

NO.	DESCRIPTION	BEARING	DISTANCE
1	DENNIS ST	111° 23'	11.7
2	DENNIS ST	111° 23'	11.7
3	DENNIS ST	111° 23'	11.7
4	DENNIS ST	111° 23'	11.7
5	DENNIS ST	111° 23'	11.7
6	DENNIS ST	111° 23'	11.7
7	DENNIS ST	111° 23'	11.7
8	DENNIS ST	111° 23'	11.7
9	DENNIS ST	111° 23'	11.7
10	DENNIS ST	111° 23'	11.7
11	DENNIS ST	111° 23'	11.7
12	DENNIS ST	111° 23'	11.7
13	DENNIS ST	111° 23'	11.7
14	DENNIS ST	111° 23'	11.7
15	DENNIS ST	111° 23'	11.7
16	DENNIS ST	111° 23'	11.7
17	DENNIS ST	111° 23'	11.7
18	DENNIS ST	111° 23'	11.7
19	DENNIS ST	111° 23'	11.7
20	DENNIS ST	111° 23'	11.7

CONNECTIONS BETWEEN SSMS
 SSM 71930 — 351° 46' 30" — 208.92
 SSM 70159 — 111° 23' — 11.7
 SSM 70151 — 350° 30' 15" — 171.645
 SSM 70152

- Ø BASEMENT TO OCEAN WATER 2.5 MIDE
- Ø BASEMENT TO DEAN WATER 2.5 MIDE - WIDE D.P. 877.205

Plan Drawing only to appear in this space

SHORT BOUNDARY AMENDED OF PLAN IN LTD - VIOB 29312 AC 2-1-2018

Reduction Ratio: 1:1000

SWAYTON'S REFERENCE: 8/12/20 - 574

DP 832153
 Registered: 26-Jun-2019
 2019-06-26 15:26:19
 94, 104, 118

Peruse and witness space to manufacturer in my power per Plan Form 2

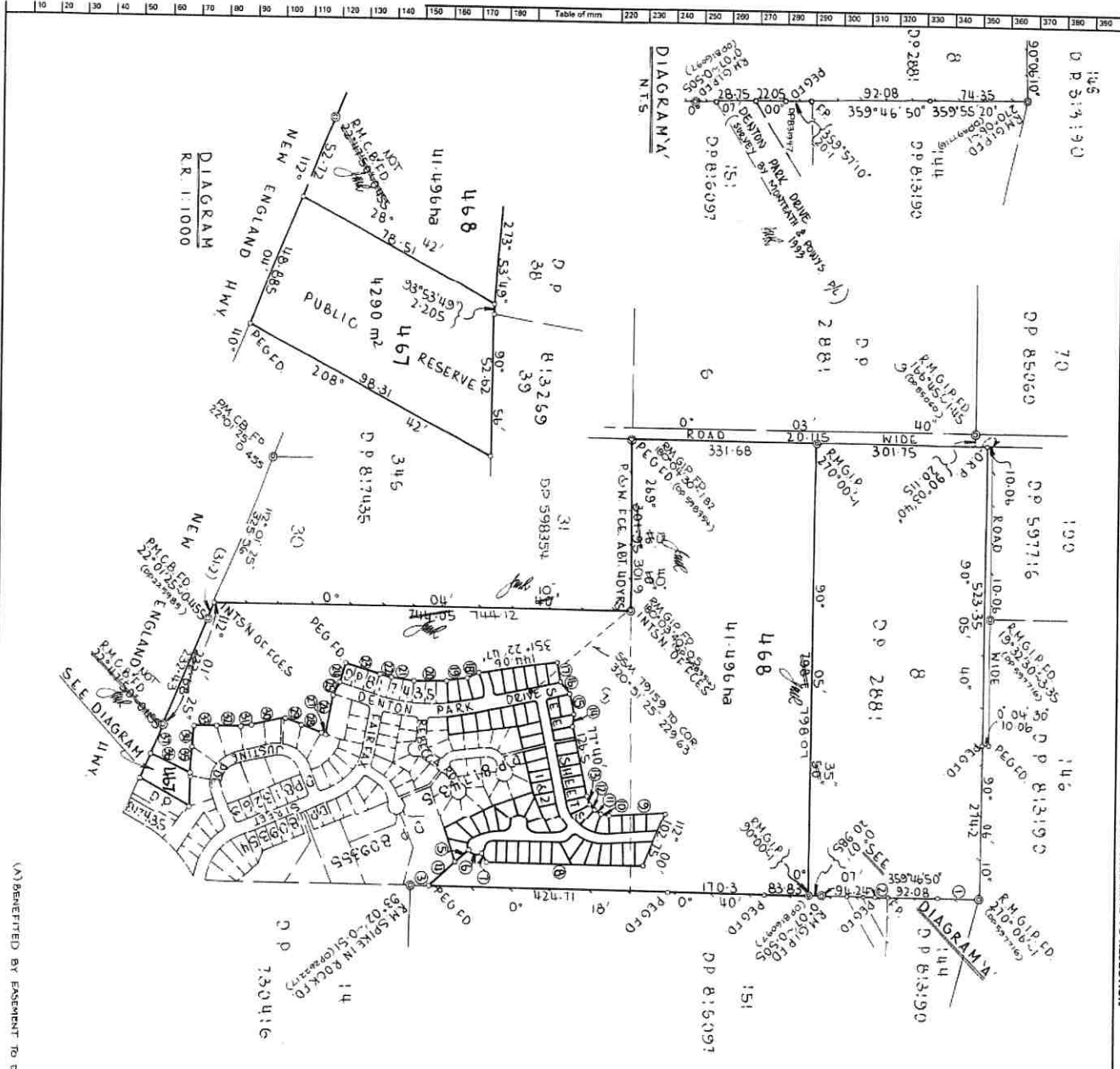
Contract Clerk

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

* OFFICE USE ONLY



No	BEARING	DISTANCE
1	352° 55' 20"	14.35
2	352° 55' 10"	20.1
3	0° 06'	341.5
4	131° 02' 20"	60.145
5	130° 19' 43"	35.08
6	195° 02' 45" 20 9555 ARC(282)K(15)	18.31
7	238° 14' 12"	219.66
8	180° 19' 35"	99.68
9	357° 18' 50"	15
10	18° 02' 43"	13
11	24° 55' 07"	12
12	46° 30' 07"	14.995
13	69° 52' 48"	20.88
14	94° 21' 57"	35.345
15	77° 40'	24.985
16	51° 16'	34.95
17	18° 31' 02"	21
18	332° 54' 55"	21
19	350° 56' 43"	34.15
20	358° 31' 50"	54.16
21	7° 00' 25"	41.54
22	13° 35' 40"	21.43
23	16° 15'	64
24	281° 15'	38
25	298° 11' 15"	24.53
26	280° 01'	10.09
27	10° 21'	6.27
28	10° 21' 14"	39.51
29	21° 50' 46"	37.795
30	348° 46' 28"	62.17
31	354° 00'	18.435
32	359° 36' 49"	41.26
33	0° 00' 45"	40.6
34	213° 53' 49"	37.195
35	213° 53' 49"	49.21
36	28° 42'	18.51
37	112° 04' 40"	52.72



DP 832153

Registered 28-08-1993

Registered 28-08-1993
 28-08-1993
 28-08-1993

Registered 28-08-1993
 28-08-1993
 28-08-1993

Plan Drawing only to appear in this space

(A) BENEFITTED BY EASEMENT TO DRAIN WATER - DP817135

Maximum Ratio: 1:5000

Surveyors Reference: 81/256 - 97 1

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

Lengths are in metres

Sheet 1 of 8 Sheets

DP 832153

PART 1

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

Full name and address of
the proprietor of the land

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

Full name and address of
Mortgagee of the land

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

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

Easement to drain water 2.5 wide

Schedule of Lots etc. affected

Lots Burdened

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

Lots Benefited

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

REGISTERED  88 2.8.1993

SGR:0578a

22.2

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

Lengths are in metres

Sheet 2 of 8 Sheets

DP832153

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

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

Easement to drain water 2.5 wide and
Variable

Schedule of Lots etc. affected

Lots Burdened

418
414

Lots or Authority Benefited.

417
417, 418

3. Identity of Restriction
Thirdly referred to in
abovementioned plan.

Restriction on the Use of Land

Schedule of Lots etc. affected

Lots Burdened

Every Lot except 401, 404,
441, 457, 458, 467 and 468.

Lots Benefited

Every other Lot except 467 and 468

4. Identity of Restriction
Fourthly referred to in
abovementioned plan.

Restriction on the Use of Land

Schedule of Lots etc. affected

Lots Burdened

401, 404, 441, 457, 458

Lots Benefited

Every other Lot except 467 and 468

5. Identity of positive covenant
Fifthly referred to in
abovementioned paragraph

Positive Covenant for the Maintenance
of Access Drives

Schedule of Lots etc. affected

Lots Burdened

418
419
420

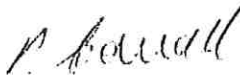
Authority Benefited

The Council of the City of Maitland
The Council of the City of Maitland
The Council of the City of Maitland

REGISTERED  98 2-B-1993

SGR:0578a

S.A. Lunnell



22.2

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

Lengths are in metres

Sheet 3 of 8 Sheets

DP 832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 9/15⁶ of 1993.

PART 2

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

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

REGISTERED  81 2-8-1993

SGR:0578a

S. N. Lumb
P. Bernard
[Signature]

22.2

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

Lengths are in metres

Sheet 4 of 8 Sheets

DP 832153

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

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

REGISTERED  86 2-B-1993

SGR:0578a

S.A. [unclear]
Ch...

P. [unclear]

22.2

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

Lengths are in metres

Sheet 5 of 8 Sheets

DP832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817436 covered by Council
Clerk's Certificate No. 91156 of 1993.

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

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

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

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

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

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

REGISTERED  2-8-1993

SGR:0578a

22.2

S. A. Connolly P. Barwell
[Signature]

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

Lengths are in metres

Sheet 6 of 8 Sheets

DP 832153

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

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

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

REGISTERED  82 2-B-1993

SGR:0578a

S.A. Lunnell

Ch...

22.2

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

Lengths are in metres

Sheet 7 of 8 Sheets

DP 832153

Plan of Subdivision of Lot 7 DP2081 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91156 of 1993.

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

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

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

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

REGISTERED



80 2-8-1993

SA Combs

Shorewell

22.2

SGR:0578a

[Signature]

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

Lengths are in metres

Sheet 8 of 8 Sheets

DP832153

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

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

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

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

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

Plowall
.....
Secretary

S.A. Correll
.....
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:

[Signature]
.....
Director SECRETARY

[Signature]
.....
Director



REGISTERED  2-8-1993

RP 1311

STAMP DUTY



\$10.00



E D
563489 S



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

1	2	3	4
			R /
		S	

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

OFFICE USE ONLY
 OVER

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

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
 Name of Witness (BLOCK LETTERS)
18 Wollombi Rd FARLEY
 Address and occupation of Witness
Fitter & Turner

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
 Name of Witness (BLOCK LETTERS)
18 Wollombi Rd Farley
 Address and occupation of Witness
Fitter & Turner

STANISLAUS ANTHONY CARROLL

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
	Herewith
	In L.T.O. with
	Produced by

Ref: _____
 Delivery Box Number SAX

Checked OK / Passed RF15
 Signed _____ Extra Fee _____

REGISTERED - 19

Secretary Directions _____
 Delivery Directions _____

OFFICE USE ONLY

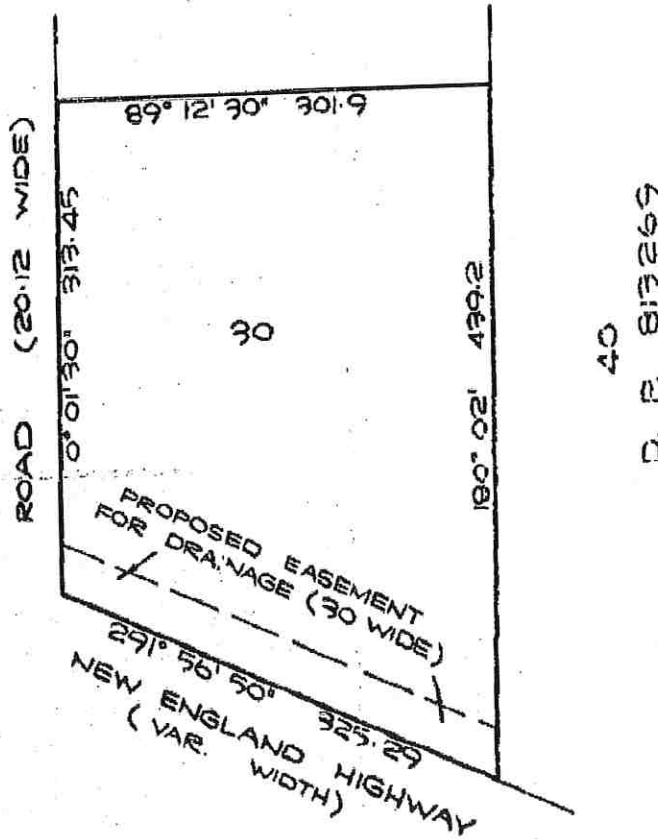
Plan Drawing only to appear in this space

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



- X G.E. Saxby
- X K.A. Saxby
- X [Signature]
- X [Signature]

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 m
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Form: 20EM
Release: 3-1

MODIFICATION OF EASEMENT



7

New South Wales
Section 89(8) Conveyancing Act 191:

AN418405Q

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

(A) TORRENS TITLE

Servient Tenement Folio Identifier 2/1200195	Dominant Tenement See Annexure hereto marked "B"
---	---

(B) EASEMENT MODIFIED

Number of Easement E563489	Nature of Easement Easement to drain water 30 wide
-------------------------------	---

(C) LODGED BY

D351744L
Plan Fee
raised

Document Collection Box BOX 30P L J KANE & CO Reference: LFN 123818G RL: SIGN	Name, Address or DX, Telephone, and Customer Account Number if any	CODE EM
---	--	-------------------

(D) APPLICANT

Signature Gardens Retirement Resorts Pty Ltd ACN 122 548 529
--

(E) The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated 09 May 2018 (an office copy of which is annexed hereto and marked "A") modifying the above easement.

DATE

21st May 2018

(F)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

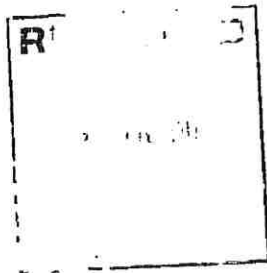
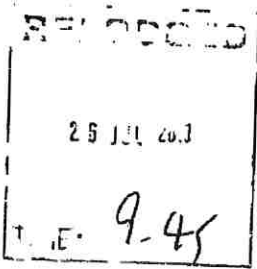
Signature:

Signatory's name:

Warren Richardson

Signatory's capacity:

solicitor



* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

'A'

Form 43
UCPR 36.11

D0000ZRD9S

Issued: 11 May 2018 10:10 AM

JUDGMENT/ORDER

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Real Property
Registry	Supreme Court Sydney
Case number	2016/00384233

TITLE OF PROCEEDINGS

First Plaintiff	Signature Gardens Retirement Resort Pty Ltd
First Defendant	The Council of the City of Maitland

DATE OF JUDGMENT/ORDER

Date made or given	9 May 2018
Date entered	9 May 2018

TERMS OF JUDGMENT/ORDER

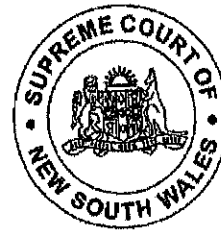
The Court:

1. Makes orders in accordance with the Orders document initialled by Darke J, dated today's date and placed with the papers.

Orders:

- Pursuant to section 89(1)(c) of the Conveyancing Act 1919, the easement in registered dealing number E563489 be modified in accordance with the document entitled, "Plan of Proposed Variation of Easement to Drain Water 30 Wide" prepared by Michael John Delbridge, surveyor, a copy of which is:
 - exhibited to the affidavit of Brett Harrod sworn 20 December 2016; and
 - annexed to these orders (Annexure A).
- The Summons is otherwise dismissed.

SEAL AND SIGNATURE



Signature	T.Kennedy (L.S)
Capacity	Chief Clerk
Date	11 May 2018

If this document was issued by means of the Electronic Case Management System (ECM), pursuant to Part 3 of the Uniform Civil Procedure Rules (UCPR), this document is taken to have been signed if the person's name is printed where his or her signature would otherwise appear.

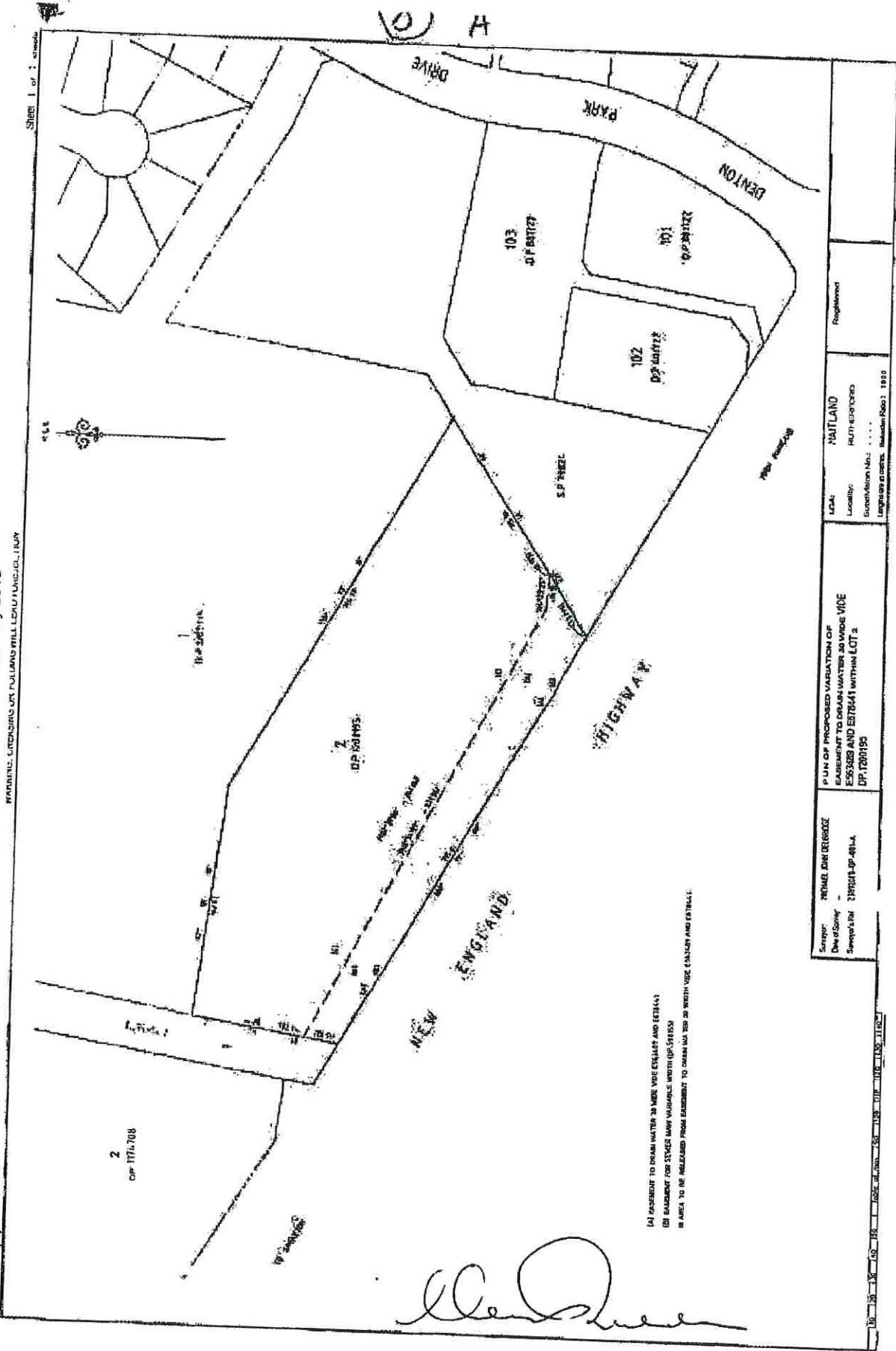
tkenne2

2 OF 46

Outcome Date: 09 May 2018

WARNING: CLOSING UP PULLING WILL LEAD TO UNLAWFULITY

Sheet 1 of 1



(A) FACILITY TO DRAIN WATER TO WIDE VIDE CHANNEL AND ESTUARY
 (B) FACILITY FOR STAGES AND VARIABLE WIDTH (DP 101-103)
 (C) AREA TO BE RELEASED FROM SUBMIT TO DRAINAGE TO WIDE VIDE CHANNEL AND ESTUARY

Screen: PRIMA, DRILLER Developer: [unclear] Supervisor: [unclear]	PLAN OF PROPOSED VARIATION OF FACILITY TO DRAIN WATER TO WIDE VIDE CHANNELS AND ESTUARY WITHIN LOT 2 DP 128195	LOCALITY: MAITLAND LOCALITY: MUMFORDS SUBURBAN NO.: [unclear] LENGTH OF LOT: 1000	Registered
---	---	--	------------

THIS IS THE ANNEXURE 'B' REFERRED TO IN MODIFICATION OF EASEMENT IN
RESPECT TO EASEMENT E563489 SIGNATURE GARDENS RETIREMENT RESORTS
PTY LTD ACN 122 548 529 (THE APPLICANT)

	<u>LOTS</u>	<u>REGISTERED PLANS</u>
1.	801-823	DP852063
2.	825-826	DP852063
3.	828-853	DP852063
4.	855	DP852063
5.	857	DP852063
6.	CP	SP71992
7.	CP	SP64506
8.	CP	SP60879
9.	899	DP862776
10.	901-911	DP862776
11.	913-917	DP862776
12.	CP	SP57351
13.	CP	SP48321
14.	919-947	DP862777
15.	949-957	DP862777
16.	401-418	DP832153
17.	420	DP832153
18.	422-433	DP832153
19.	435-443	DP832153
20.	445-456	DP832153
21.	459	DP832153
22.	462	DP832153
23.	465-467	DP832153



24.	4341-4342	DP843897
25.	CP	SP49088
26.	1-2	DP839985
27.	4603-4604	DP867644
28.	641-642	DP848623
29.	501-504	DP884368
30.	506-553	DP884368
31.	CP	SP 66039
32.	CP	SP79824
33.	101-103	DP881722
34.	CP	SP51857
35.	1-3	DP270669
36.	CP	SP54195
37.	4601	DP853326
38.	1-2	DP1040601
39.	2	DP1208105
40.	1915	DP1137217
41.	CP	SP51878
3F 42.	6 2	DP1243663
43.	39-40	DP1065236



~~3F~~ BRETT FIELDING AUTHORISED TO AMEND
25/07/2018

Certificate No.: PC/2021/1645
Certificate Date: 26/05/2021
Fee Paid: \$53.00
Receipt No.: 1003881
Your Reference: 210795

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

APPLICANT:	Infotrack ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	3 Lauren Close RUTHERFORD NSW 2320
PARCEL NUMBER:	31700
LEGAL DESCRIPTION:	Lot 844 DP 852063

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

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

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

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

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

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

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

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

1. Local Environmental Plan (LEP)

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

Exhibited draft Local Environmental Plans

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

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

State Environmental Planning Policies

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

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

- SEPP21 Caravan Parks
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (State and Regional Development) 2011
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP (Koala Habitat Protection) 2019
- SEPP50 Canal Estate Development
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP55 Remediation of Land
- SEPP Affordable Rental Housing 2009
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Infrastructure) 2007
- SEPP64 Advertising and Signage
- SEPP Primary Production and Rural Development 2019
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP (Concurrences and Consents) 2018
- SEPP Vegetation in Non Rural Areas 2017
- SEPP (Educational Establishments and Child Care Facilities) 2017

•

Draft State Environmental Planning Policies

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

Housekeeping Amendment to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The proposed amendments to this SEPP are housekeeping amendment to the Codes SEPP to simplify and improve the policy, clarify definitions and standards, and address other minor technical matters raised. The proposed housekeeping amendment to the Codes SEPP will simplify and improve the policy, clarify definitions and standards, and address other minor technical matters.

2. Zoning and land use under relevant LEPs

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

R1 General Residential

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

R1 General Residential

a) Purpose/Objective

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

b) Permitted with Consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; 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

c) Permitted without Consent

Home occupations

d) Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks;

Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; 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.

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

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

f) Critical Habitat

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

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

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

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

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

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

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

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

Complying development under the **Commercial and Industrial (New Buildings**

and Additions) Code may not be carried out on the land as it is not within an applicable zone.

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

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

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

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

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

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

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

5. Coal Mine Subsidence Compensation Act 2017

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

6. Road widening and road realignment

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

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

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

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

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

Maitland Local Government Area.

7A. Flood Related Development Controls

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

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

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

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

8. Land Reserved for Acquisition

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

9. Contribution Plans

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

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

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

9A. Biodiversity Certified Land

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

10. Biodiversity Stewardship Sites

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

10A. Native Vegetation clearing set asides

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

11. Bushfire Prone Land

The land is NOT identified as being bushfire prone land.

12. Property vegetation plans

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

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

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

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

14. Directions under Part 3A

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

15. Site Compatibility Certificate and Conditions for Seniors Housing

a) Site Compatibility Certificate

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

b) Conditions of Development Consent since 11 October 2007

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

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

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

17. Site compatibility certificates and conditions for affordable rental housing

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

18. Paper subdivision information

There is no development plan that applies to the:

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

21. Affected building notices and building product rectification orders

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

of the land.

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

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

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

Contaminated Land

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

David Evans
General Manager

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HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack
3 LAUREN
RUTHERFORD NSW

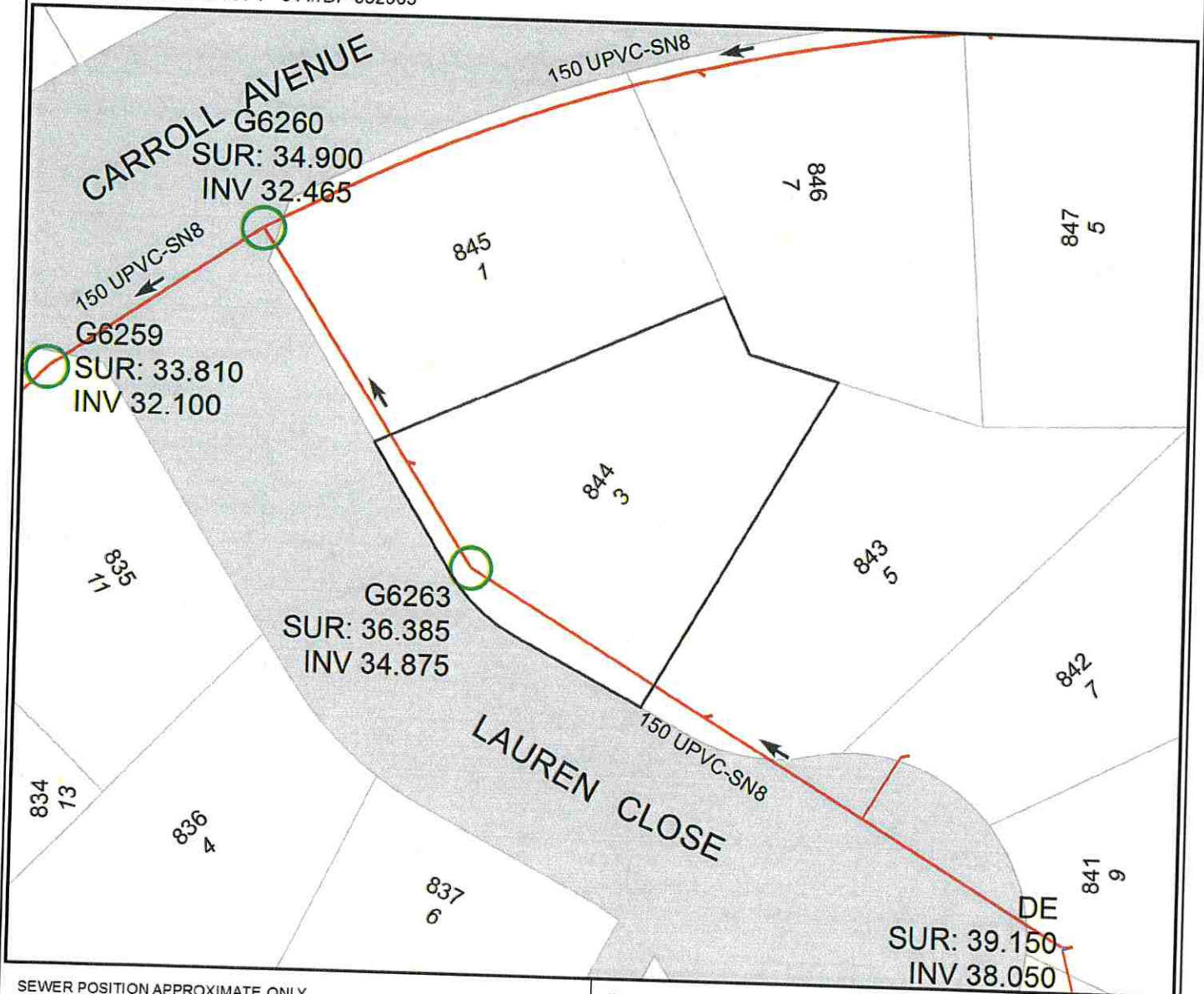
APPLICATION NO.: 1409092

APPLICANT REF: M 210795

RATEABLE PREMISE NO.: 6621810271

PROPERTY ADDRESS: 3 LAUREN CL RUTHERFORD 2320

LOT/SECTION/DP:SP: 844//DP 852063



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: 26/05/2021

Scale at A4: 1:500

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CONTOUR DATA © AAMHatch
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SEWER/WATER/RECYCLED WATER
UTILITY DATA
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