

## Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>First National Real Estate David Haggarty - Maitland 454 High Street, Maitland, NSW 2320 Australia</b>	<b>Phone: (02) 4933 5544 Ref: Michael Haggarty - 0408 021 921</b>

co-agent

vendor

vendor's solicitor	<b>Tranter Lawyers 341 High Street, Maitland NSW 2320 PO Box 534, Maitland NSW 2320</b>	<b>Phone: 0249342600 Email: amy@tranterlawyers.com.au Fax: 02 4934 2620 Ref: SE:DR:44256</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>7 Tourmaline Drive, Rutherford 2320</b>	
	<b>Registered Plan: Lot 73 Plan DP 1286317</b>	
	<b>Folio Identifier: 73/1286317</b>	

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

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

**GST AMOUNT** (optional) The price includes GST of: \$  
 buyer's agent

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

## SIGNING PAGE

VENDOR		PURCHASER	
Signed by		Signed by	
<div>Vendor</div> <div>Vendor</div>		<div>Purchaser</div> <div>Purchaser</div>	
VENDOR (COMPANY)		PURCHASER (COMPANY)	
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <div>Signature of authorised person</div> <div>Name of authorised person</div> <div>Office held</div>		<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <div>Signature of authorised person</div> <div>Name of authorised person</div> <div>Office held</div>	

## Choices

Vendor agrees to accept a **deposit-bond**☐ NO ☐ yesNominated **Electronic Lodgment Network (ELN)** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-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**  
(GST residential withholding payment)☐ NO ☐ yes (if yes, vendor must provide details)

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

**GSTRW payment (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact 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 **GSTRW 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 checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 <i>strata management statement</i> <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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



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

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

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

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

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

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.



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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.



**14 Adjustments**

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

**15 Date for completion**

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

**16 Completion****• Vendor**

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

**• Purchaser**

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

**17 Possession**

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



**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the property is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.



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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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



- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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

7 TOURMALINE DR RUTHERFORD NSW 2320



## Additional Conditions forming part of this Contract

### **33. Real Estate Agents**

The purchaser warrants that they were not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor as a result of the breach of this warranty by the purchaser. This right continues after completion.

### **34. Notice to complete**

- (a) Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by either party to the other party under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- (b) In the event that the vendor issues a Notice to Complete pursuant to special condition 34(a) then the purchaser agrees to pay the sum of \$400.00 plus GST to the vendor's solicitor on completion to reimburse the vendor for the cost of issuing the notice to complete. This special condition does not affect the vendor's rights against the purchaser to recover any other damages.

### **35. Capacity**

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this special condition not been included, if either party (and if more than one person comprises that other party then any one of them) prior to completion:

- (a) dies or becomes mentally ill, then either party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- (b) a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then that party will be in default under this contract.

### **36. Late completion**

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

### **37. Hunter Water Corporation**

The vendor discloses that Hunter Water Corporation will not provide a Sewerage Service Diagram for the subject property and the purchaser cannot make any objection, requisition, claim for compensation, rescind or terminate in respect to such disclosure.

### 38. Cancellation Fee

In the event of the following:

- (a) Settlement has been booked in with the vendor's mortgagee; and
- (b) Settlement is cancelled through no fault of the vendor; and
- (c) The vendor's mortgagee charges the vendor with a cancellation fee or re-booking fee;

then the purchaser will allow on completion in favour of the vendor the amount of the cancellation fee or re-booking fee.

### **DELETE GUARANTEE IF NOT APPLICABLE**

### 39. Guarantee

- (a) This special condition applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange.
- (b) The word guarantor means \*\*\*.
- (c) In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
  - (i) payment of all money payable by the purchaser under this contract; and
  - (ii) the performance of all of the purchaser's other obligations under this contract.
- (d) The guarantor:
  - (i) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
  - (ii) must pay on demand any money due to the vendor under this indemnity.
- (e) The guarantor is jointly and separately liable with the purchaser to the vendor for:
  - (i) the performance by the purchaser of its obligations under this contract; and
  - (ii) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- (f) The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this special condition.
- (g) If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this special condition.
- (h) The guarantor's obligations under this special condition are not released, discharged or otherwise affected by:
  - (i) the granting of any time, waiver, covenant not to sue or other indulgence;
  - (ii) the release or discharge of any person;
  - (iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
  - (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
  - (v) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

(vi) the winding up of the purchaser.

(vii) This special condition binds the guarantor and the executors, administrators and assigns of the guarantor.

(i) ~~This special condition operates as a Deed between the vendor and the guarantor.~~

**GUARANTEE EXECUTED as a Deed**

**Signed sealed and delivered by Name of Individual**  
in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of guarantor

\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

\_\_\_\_\_  
Address of witness (BLOCK LETTERS)

**Signed sealed and delivered by Name of Individual**  
in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of guarantor

\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

\_\_\_\_\_  
Address of witness (BLOCK LETTERS)



## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

**Vendor:** Danae Elizabeth Clarke  
**Purchaser:**  
**Property:** 7 Tourmaline Drive, Rutherford  
**Dated:**

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### Possession and tenancies

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

### Title

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

### Adjustments

11. All outgoing 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?
13. The Vendor must serve on the Purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.

15. Is the Vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
  16.
    - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
    - ~~(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?~~
    - (c) ~~Has the Vendor a Building Information Certificate of 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 (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act 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 or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
  17.
    - (a) 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?
    - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the *Environmental Planning and Assessment Act*, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
  18. If a swimming pool is included in the sale:
    - (a) did its installation or construction commence before or after 1 August 1990?
    - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
    - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
    - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
    - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
    - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
  19.
    - (a) To whom do the boundary fences belong?
    - (b) Are there any party walls?
    - (c) If the answer to Requisition 19(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 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
20.
    - (a) Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
      - (i) whether there are any existing breaches by any party to it;
      - (ii) whether there are any matters in dispute; and
      - (iii) whether the licensor holds any deposit, bond or guarantee
    - (b) In relation to such licence:
      - (i) all licence fees and other moneys payable should be paid up to and beyond the date of completion;

- (ii) the Vendor must comply with all requirements to allow the benefit to pass to the Purchaser.
21. 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?
22. 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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
23. (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?
24. Has any claim been made by any person to close, obstruct or to limit access to or from the Property or to an easement over any part of the Property?

#### **Capacity**

25. 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**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the Purchaser at least 7 days prior to completion.
27. The Vendor should furnish completed details within the time specified in the contract, sufficient to enable the Purchaser to make any RW payment.
28. 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.
29. 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.
30. Searches, surveys, enquiries and inspections of title deeds must prove satisfactory.
31. The Purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as the completion date.





FOLIO: 73/1286317

SEARCH DATE	TIME	EDITION NO	DATE
16/7/2025	2:14 PM	4	29/8/2024

LAND

LOT 73 IN DEPOSITED PLAN 1286317  
AT RUTHERFORD  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP1286317

FIRST SCHEDULE

(T AU185986)

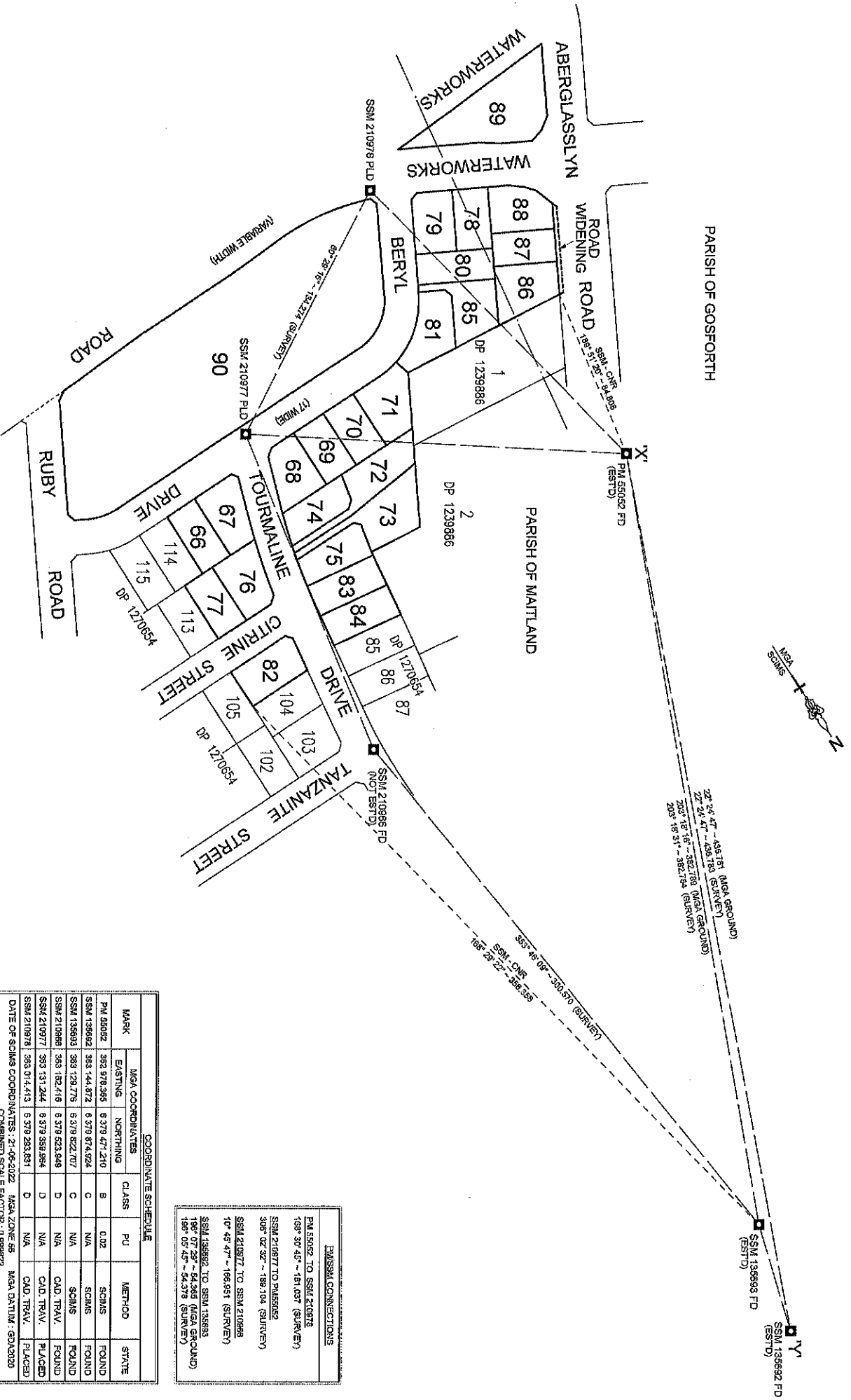
SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 1244 NO 971 LAND EXCLUDES MINERALS
- 3 DP1082128 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AND  
VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1157716 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1286317 RESTRICTION(S) ON THE USE OF LAND
- 6 AU371434 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



SURVEYOR  
Name: ROBERT JOHN LEE LEMES  
of DALY SMITH Pty. Ltd.  
Date: 21-06-2022  
Reference: 33210 STGS

PLAN OF  
SUBDIVISION OF  
LOT 119 DP1270654

L.G.A.: MATLAND  
Locality: RUTHIERFORD  
Reduction Ratio: 1:1200  
Lengths are in metres

REGISTERED  
20/10/2022

DP1286317

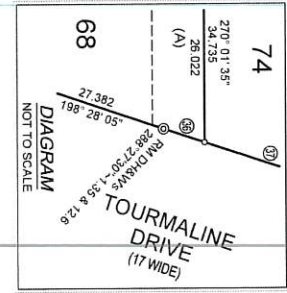
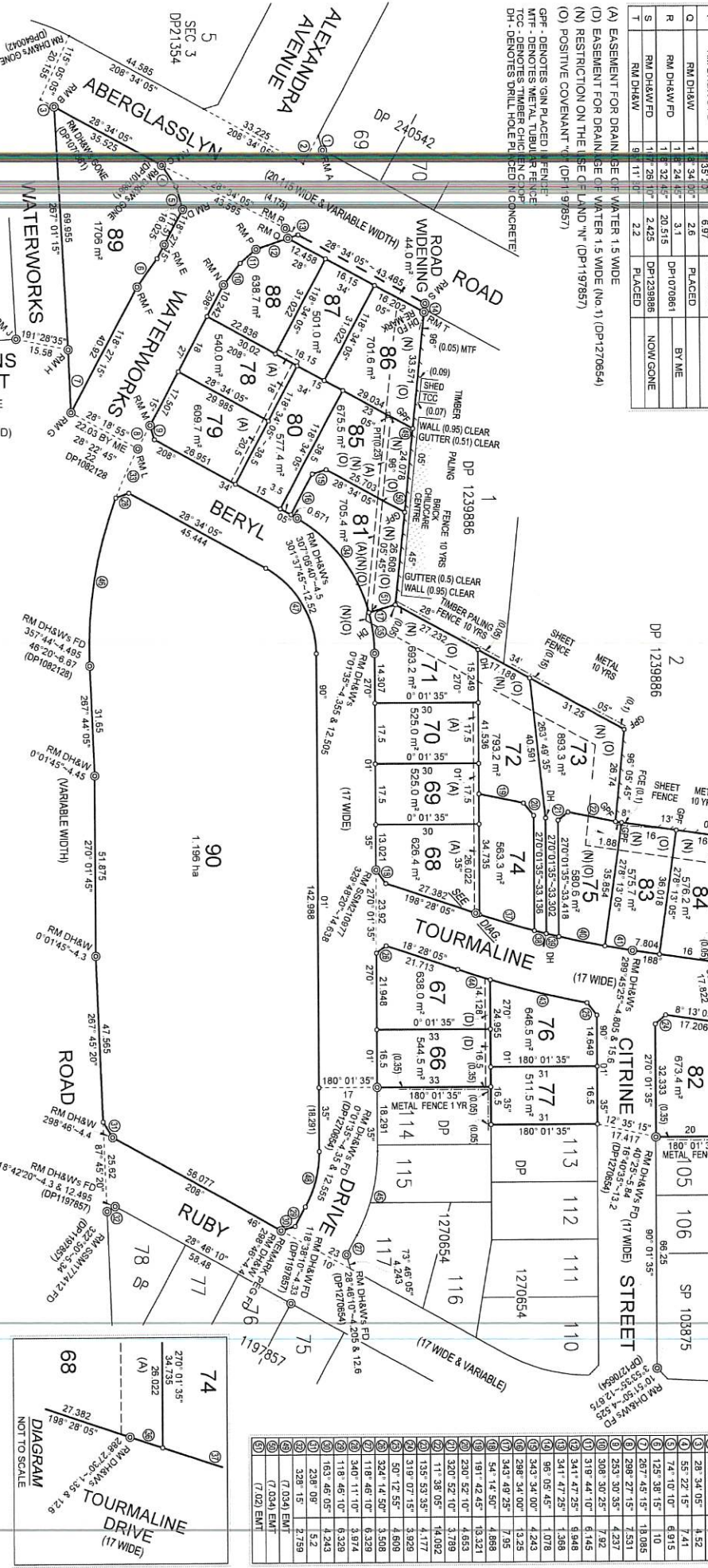
COORDINATE SCHEDULE					
MARK	MGA COORDINATES		CLASS	PU	METHOD
	EASTING	NORTHING			STATE
PM 55052	363 978.365	6 379 471.210	B	0.02	SCAMS FOUND
SSM 135692	363 144.872	6 379 874.924	C	N/A	SCAMS FOUND
SSM 135693	363 129.776	6 379 822.707	C	N/A	SCAMS FOUND
SSM 210986	363 182.416	6 379 523.646	D	N/A	CAD. TRAV. FOUND
SSM 210977	363 131.244	6 379 389.984	D	N/A	CAD. TRAV. FOUND
SSM 210978	363 074.413	6 379 293.831	D	N/A	CAD. TRAV. FOUND
DATE OF SCAMS COORDINATES: 21-06-2022 MGA ZONE 56 MGA DATUM: GDA2020					
COMBINED SCALE FACTOR: 0.99922					

TRUSS CONNECTIONS	
PM 55052 TO SSM 210978	108° 30' 45" - 181.037 (SURVEY)
SSM 210977 TO PM 55052	306° 02' 32" - 186.104 (SURVEY)
SSM 210977 TO SSM 210986	10° 45' 47" - 166.951 (SURVEY)
SSM 135692 TO SSM 135693	186° 07' 29" - 64.365 (MGA GROUND)
186° 05' 45" - 64.378 (SURVEY)	

REF	REMARK	SCHEDULE	ORIGIN	COMMENTS
RM	DESCRIPTION	EASING	DISTANCE	
A	RM CB FD (0.3 DEEP)	287.33	0.455	DP1270654
B	RM DH&W	47.0	3.625	PLACED
C	RM DH&W	6.3	2.755	PLACED
D	RM DH&W	11.3	9.2	ADD REF BY ME
E	RM DH&W	207.11	17.05	DP1070661
F	RM DH&W	38.3	4.35	PLACED
G	RM DH&W	207.22	4.315	ADD REF BY ME
H	RM CB FD	307.23	0.915	DP192870
I	RM CB FD (0.2 DEEP)	2.1	0.955	DP1082128
J	RM DH&W	2.1	17.655	PLACED
K	RM DH&W	3.8	23.3	PLACED
L	RM DH&W	7.05	4.5	DP1191957
M	RM DH&W	8.2	1.5	PLACED
N	RM DH&W	4.48	4.72	DP1197857
P	RM DH&W	1.35	6.97	PLACED
Q	RM DH&W	1.35	2.6	PLACED
R	RM DH&W	1.35	20.515	DP1070661
S	RM DH&W	1.35	2.425	DP1239886
T	RM DH&W	1.1	2.2	PLACED

NO	ARC	CHORD	RADIUS
1	15.478	114.46	35.413
2	36.598	231.44	72.81
3	11.873	282.28	11.838
4	1.241	188.20	1.241
5	16.664	186.28	16.661
6	3.6	194.17	3.611
7	3.6	193.31	3.6
8	13.778	191.40	13.777
9	8.189	189.21	8.189
10	32.382	4.30	32.359
11	28.885	13.33	28.883
12	10.017	17.28	10.017
13	25.065	104.23	25.061
14	48.139	279.24	48.139
15	30.034	59.17	30.034
16	16.554	104.23	16.552

NO	BEARING	DISTANCE
1	255.34°	4.31
2	118.34	5.145
3	28.34	4.52
4	55.22	7.41
5	74.10	6.915
6	125.38	15.10
7	267.45	15.10
8	298.27	15.751
9	253.30	4.237
10	308.30	7.82
11	319.44	6.145
12	341.47	8.948
13	341.47	1.08
14	96.05	4.243
15	343.34	1.25
16	288.34	7.95
17	54.14	4.888
18	191.42	13.321
19	230.57	4.653
20	320.57	1.789
21	11.38	14.082
22	135.33	4.177
23	319.07	3.929
24	50.12	4.609
25	324.14	3.508
26	118.46	6.329
27	340.11	3.874
28	163.46	4.243
29	328.15	1.52
30	17.034	4.237
31	17.034	4.237



SURVEYOR  
Name: ROBERT JOHN LEE LEWIS  
of DALY SMITH PTY. LTD  
Date: 21-05-2022  
Reference: 33210 STGS

PLAN OF  
SUBDIVISION OF  
LOT 119 DP1270654

L.G.A.: MAITLAND  
Locality: RUTHERFORD  
Reduction Ratio: 1:800  
Lengths are in metres



DP1286317



PLAN FORM 6 (2020)


WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Office Use Only</p> <p>Registered:  20/10/2022</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p><b>DP1286317</b></p>
<p><b>PLAN OF SUBDIVISION OF LOT 119 DP1270654</b></p>	<p>LGA: <b>MAITLAND</b></p> <p>Locality: <b>RUTHERFORD</b></p> <p>Parish: <b>MAITLAND &amp; GOSFORTH</b></p> <p>County: <b>NORTHUMBERLAND</b></p>
<p><b>Survey Certificate</b></p> <p>I, <b>ROBERT JOHN LEE LEWES</b> ..... of <b>Daly-Smith</b> PTY LTD PO BOX 204 MORISSET 2264 ... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 21 June 2022....., or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: X-Y .....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating /*Steep-Mountainous.</p> <p>Signature:  Dated: 29/6/2022</p> <p>Surveyor Identification No: SU009221..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p> <hr/> <p><b>Subdivision Certificate</b></p> <p>I, <b>SCOTT PAGE</b> ..... *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  .....</p> <p>Registration number: .....</p> <p>Consent Authority: <b>MAITLAND CITY COUNCIL</b> .....</p> <p>Date of endorsement: <b>17 OCTOBER 2022</b> .....</p> <p>Subdivision Certificate number: <b>SC/2022/72</b> .....</p> <p>File number: <b>DA/2016/1340</b> .....</p> <p>*Strike through if inapplicable.</p> <p><b>AUTHORISED OFFICER</b> Electronic signature of me, Scott Page affixed by me or at my direction on 17 October 2022</p>
<p>Plans used in the preparation of survey/compilation.</p> <p>DP240542 DP528770 DP640042 DP1044298 DP1070881 DP1082128 DP1197857 DP1239888 DP1258061 DP1270654</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF BERYL DRIVE TO THE PUBLIC AS PUBLIC ROAD, SUBJECT TO RESTRICTION ON THE USE OF LAND "N" (DP1197857) AND POSITIVE COVENANT "O" (DP1197857)</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF TOURMALINE DRIVE AND CITRINE STREET TO THE PUBLIC AS PUBLIC ROAD</p> <p>IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD</p>
<p>Surveyor's Reference: 33210 STG5</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>


PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

<p>Registered:  20/10/2022</p> <p><b>PLAN OF SUBDIVISION OF LOT 119 DP1270654</b></p> <p>Subdivision Certificate number: ...SC/2022/72.....</p> <p>Date of Endorsement: ....17 October 2022.....</p>	<p style="text-align: center; font-size: 24pt; font-weight: bold;">DP1286317</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
---	---

Lot	Address Number	Road name	Road type	Locality
66	19	BERYL	DRIVE	RUTHERFORD
67	17	BERYL	DRIVE	RUTHERFORD
	2	TOURMALINE		
68	15	BERYL	DRIVE	RUTHERFORD
	1	TOURMALINE		
69	13	BERYL	DRIVE	RUTHERFORD
70	11	BERYL	DRIVE	RUTHERFORD
71	9	BERYL	DRIVE	RUTHERFORD
72	5	TOURMALINE	DRIVE	RUTHERFORD
73	7	TOURMALINE	DRIVE	RUTHERFORD
74	3	TOURMALINE	DRIVE	RUTHERFORD
75	9	TOURMALINE	DRIVE	RUTHERFORD
76	11	CITRINE	STREET	RUTHERFORD
	4	TOURMALINE	DRIVE	
77	9	CITRINE	STREET	RUTHERFORD
78	3	WATERWORKS	ROAD	RUTHERFORD
79	5	WATERWORKS	ROAD	RUTHERFORD
	1	BERYL	DRIVE	
80	3	BERYL	DRIVE	RUTHERFORD
81	7	BERYL	DRIVE	RUTHERFORD
82	6	TOURMALINE	DRIVE	RUTHERFORD
	8	BERYL		
83	11	TOURMALINE	DRIVE	RUTHERFORD
84	13	TOURMALINE	DRIVE	RUTHERFORD
85	5	BERYL	ROAD	RUTHERFORD
86	59	ABERGLASSLYN	ROAD	RUTHERFORD
87	57	ABERGLASSLYN	ROAD	RUTHERFORD
88	55	ABERGLASSLYN	ROAD	RUTHERFORD
	1	WATERWORKS		
89	2	WATERWORKS	ROAD	RUTHERFORD
90	7	WATERWORKS	ROAD	RUTHERFORD

If space is insufficient use additional annexure sheet

Surveyor's Reference: 33210 STG5

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)										
Registered:  20/10/2022	Office Use Only	Office Use Only										
PLAN OF SUBDIVISION OF LOT 119 DP1270654		DP1286317										
Subdivision Certificate number: <u>SC 12022/72</u> Date of Endorsement: <u>17 October 2022</u>												
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any Information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>												
<p>Pursuant to Section 88B on the Conveyancing Act 1919 as amended it is intended to create:</p> <ol style="list-style-type: none"><li>1. Easement for drainage of water 1.5 wide</li><li>2. Restriction on the use of land</li></ol> <p>Pursuant to Section 88B on the Conveyancing Act 1919 as amended it is intended to release:</p> <ol style="list-style-type: none"><li>1. Easement for drainage of water 1.5 wide (E) (No.2) (DP1270654)</li></ol> <p>Executed by <b>Tecara Pty Ltd</b> ACN 003 789 231 pursuant to section 127(1) of the Corporations Act by (th) <u>l</u> <del>resolution of the Board of Directors</del> in the presence of:</p> <table><tbody><tr><td><u>Allen Clarke</u></td><td><u>Margaret Jane Lantry</u></td></tr><tr><td>Full Name: <u>Allen Clarke</u></td><td>Full Name: <u>Margaret Jane Lantry</u></td></tr><tr><td>(print)</td><td>(print)</td></tr><tr><td>Position held: <u>Director</u></td><td>Position held: <u>Director/SECRETARY</u></td></tr><tr><td>(director/secretary)</td><td>(director/secretary)</td></tr></tbody></table> <p>If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: 33210 STG5</p>			<u>Allen Clarke</u>	<u>Margaret Jane Lantry</u>	Full Name: <u>Allen Clarke</u>	Full Name: <u>Margaret Jane Lantry</u>	(print)	(print)	Position held: <u>Director</u>	Position held: <u>Director/SECRETARY</u>	(director/secretary)	(director/secretary)
<u>Allen Clarke</u>	<u>Margaret Jane Lantry</u>											
Full Name: <u>Allen Clarke</u>	Full Name: <u>Margaret Jane Lantry</u>											
(print)	(print)											
Position held: <u>Director</u>	Position held: <u>Director/SECRETARY</u>											
(director/secretary)	(director/secretary)											



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

(Sheet 1 of 5 Sheets)

Plan **DP1286317**

Subdivision of Lot 119 DP1270654  
 covered by  
 Subdivision Certificate No. SC/2022/72  
 Dated 17 October 2022

Full Name & Address of owner(s) of  
 the land

**Tecara Pty Ltd** ACN 003 789 231  
 'PHEONIX PARK'  
 PHEONIX PARK ROAD  
 MORPETH NSW 2321

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened Lot(s) or parcel(s)	Benefited Lot(s), road(s), bodies or Prescribed Authorities
1	Easement for drainage of water 1.5 wide	87	88
		78	87, 88
		79	78, 87, 88
		85	86
		81	85, 86
		68	69, 70, 71
		69	70, 71
		70	71
2	Restriction on the use of land	66-88 inclusive	Every other lot 66-88

**PART 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be release and referred to in the plan	Burdened Lot(s)	Benefited Lot(s), road(s) or Prescribed Authorities
1	Easement for drainage of water 1.5 wide (E) (No.2) (DP1270654)	119/1270654	MAITLAND CITY COUNCIL

Initials x KS

(Sheet 2 of 5 Sheets)

Plan **DP1286317**

Subdivision of Lot 119 DP1270654  
covered by  
Subdivision Certificate No. SC/2022/72  
Dated 17 October 2022

## **PART 2 (Terms)**

### **Terms of easement numbered 1 in the plan**

The easement shall have the meaning of easement for drainage of water as defined in Schedule 8 of the Conveyancing Act 1919.

In addition to the standard terms:

- The benefitting users are wholly responsible for the ongoing maintenance of their easement for drainage of water
- Council will not be responsible for any maintenance or improvement

*The name of the person or authority whose consent is required to release, vary or modify the easement numbered 1 is Maitland City Council.*

### **Terms of the restriction numbered 2 in the plan**

1. No main building will be erected or permitted to remain erected on any lot burdened, having a total area of less than 120 square metres inclusive of car accommodation, but exclusive of external landings, patios and verandas.
2. No garage or outbuilding may be erected or permitted to remain on any lot burdened except until or concurrently with or after the erection of any main dwelling.
3. No existing dwelling or building will be partly or wholly moved to, place upon, re-erected upon, reconstructed on or permitted to remain so moved, placed, re-erected or reconstructed on any lot burdened.
4. No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding will be used at any time as a dwelling on any lot burdened.
5. No temporary structure, caravan, campervan or outbuilding will be permitted to remain erected on any lot burdened during the course of construction of a dwelling house on the lot burdened other than at the rear of the dwelling.
6. No re-subdivision of each individual lot shall be permitted without the formal approval of Tecara Pty Ltd its assigns or successors whilst Tecara Pty Ltd is the registered proprietor of any land in the plan.
7. No fuel storage tanks (except for domestic heating and cooking purposes) will be placed upon or permitted to remain on any lot burdened.
8. No noxious, noisome or offensive occupation, trade, business, manufacture or home industry will be conducted or carried out on any lot burdened.
9. With the exception of vehicles used in connection with the construction of a dwelling on any lot burdened no motor vehicles, truck or semi trailer with a load carrying capacity exceeding 8 tonnes may be parked or permitted to remain on any lot burdened unless parked in a fully enclosed garage or shed.
10. No trailer boat or caravan will be parked or permitted to remain forward of the front

Initials x KS

(Sheet 3 of 5 Sheets)

Plan **DP1286317**

Subdivision of Lot 119 DP1270654  
covered by

Subdivision Certificate No. SC/2022/72

Dated 17 October 2022

building alignment of any lot burdened.

11. No advertisement, hoarding or sign of any description other than a house number and signs required to be displayed under any law or statute or temporary signs solely for selling or letting the property may be erected or displayed or permitted to remain on any lot burdened.
12. No fence will be erected on any lot burdened to divide it from any adjoining land owned by Tecara Pty Ltd without the consent of Tecara Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Tecara Pty Ltd provided that this restriction will only apply whilst Tecara Pty Ltd is the Registered Proprietor of any land in the plan.
13. No fence shall
  - (i) Exceed 1.87 metres in height, or
  - (ii) Be constructed of materials and style other than
    - a. Brick
    - b. Masonry
    - c. Timber
    - d. Brushwood
    - e. Pickets
    - f. Wrought Iron
    - g. Colorbond
14. Such other materials as may be approved by Tecara Pty Ltd in its sole and absolute discretion.
15. Any release, variation or modification of these restrictions will be made and done in all respects at the cost and expense of the person or persons requesting the same.

*The name of the person or authority whose consent is required to release, vary or modify the Restriction on the use of land numbered 2 in the Plan is Tecara Pty Ltd whilst ever it owns any part of a lot in the registered plan pursuant to which these restrictions were created and thereafter by the registered proprietors of the lots contained in the registered plan pursuant to which the restrictions were created. These restrictions will otherwise cease after 10 years from the date of registration of the plan.*

Initials x KS



(Sheet 4 of 5 Sheets)

Plan **DP1286317**

Subdivision of Lot 119 DP1270654  
covered by  
Subdivision Certificate No. SC/2022/72  
Dated 17 October 2022

**Executed** for & on behalf of **Maitland City Council** by its authorised delegate pursuant to s.377  
*Local Government Act 1993* in the presence of.

(Signature)  \_\_\_\_\_

**Witnessed**

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

Full Name: SCOTT PAGE  
(print)

 \_\_\_\_\_ (Signature of witness)

Position: COORDINATOR SUBDIVISION &  
DEVELOPMENT

KAREN SCHRODER (Name of witness)

AUTHORISED OFFICER  
Electronic signature of me, Scott Page affixed by  
me or at my direction on 17 October 2022

263 HIGH STREET MAITLAND (Address of witness)

**WITNESS**

Electronic signature of me, Karen Schroder  
affixed by me or at my direction on 17 October  
2022

Initials x KS

(Sheet 5 of 5 Sheets)

Plan **DP1286317**

Subdivision of Lot 119 DP1270654  
covered by

Subdivision Certificate No. *54022/12*

Dated *17 October 2022*

Executed by **Tecara Pty Ltd** ACN 003 789 231 pursuant to section 127(1) of the Corporations  
Act ~~by resolution of the Board of Directors~~ in the presence of:

*B*

*(cth)*

*Allen Clarke*

Full Name:  
(print)

*Allen CLARKE.*

*J Lantry*

*MARGARET JUNE LANTRY*

Position held:  
(director/secretary)

*Director*

*DIRECTOR / SECRETARY*

Initials x *b*

REGISTERED:



20/10/2022



*Lu & Pa Vol 3487 fol 186 opp 2425 b*

*N<sup>o</sup> 971 Book 1244 Commencement*

*Stamp Duty overhelling  
fully stamped  
18/12/21*

THIS DEED made the Fourteenth day of December one thousand nine hundred and twenty one BETWEEN JOSEPH BEDE ENRIGHT of West Maitland in the State of New South Wales Auctioneer and JOHN PATRICK SARSFIELD ENRIGHT of the same place Auctioneer (hereinafter called the Vendors) of the one part and FOGGIT JONES LIMITED (hereinafter called the Purchaser) of the other part WHEREAS John Enright late of West Maitland in the State of New South Wales Auctioneer was at the date of his death hereinafter mentioned seised in fee simple of the lands hereinafter more particularly described and intended to be hereby conveyed AND WHEREAS the said John Enright by his Will dated the eleventh day of October one thousand nine hundred and thirteen gave devised and bequeathed (inter alia) "The Slaughterhouse Paddock occupied by William Pomfrett" to his sons the said Joseph Bede Enright and John Patrick Sarsfield Enright absolutely in equal shares as tenants in common but saving and excepting out of the said land all coal and other minerals in and under the said land and appointed his Wife Julia Enright and his sons Walter John Enright and Joseph Bede Enright Executors and Trustees of his said Will AND WHEREAS the said Testator died on the Twenty ninth day of May one thousand nine hundred and sixteen without having altered or revoked his said Will except by a codicil thereto dated the *twentieth* day of October one thousand nine hundred and fifteen which in no way affected the said devise or the appointment of the said Julia Enright Walter John Enright and Joseph Bede Enright as Executrix and Executors of his said Will AND WHEREAS Probate of the said Will and Codicil of the said Testator was granted by the Supreme Court of New South Wales in its Probate Jurisdiction to the said Walter John Enright and Joseph Bede Enright (the said Julia Enright having pre-deceased the Testator) on the Twenty seventh day of June one thousand nine hundred and sixteen AND WHEREAS by Acknowledgment made under and by virtue of the provisions of the Wills Probate and Administration Act 1898 dated the twenty third day of August one thousand nine hundred and seventeen Registered Number 929 Book 1112 the said Walter John Enright and Joseph Bede Enright did thereby acknowledge that the said Vendors were entitled for the estate for which the same was devised to them by the Will of the said Testator to the real estate described in the said Will as (inter alia) "The Slaughterhouse Paddock occupied by William Pomfrett" AND WHEREAS the land described and known as "The Slaughterhouse Paddock occupied by William Pomfrett" is identical with the land hereinafter more particularly described and intended to be hereby assured AND WHEREAS the Vendors have agreed with the Purchaser for the sale to it of the said land and premises at or for the price of Thirteen hundred and sixty one pounds eleven shillings and three pence NOW THIS DEED WITNESSETH that in consideration of the sum of Thirteen hundred and sixty one pounds eleven shillings and three pence paid by the Purchaser to the Vendors (the receipt whereof is hereby acknowledged) the Vendors as beneficial owners do hereby respectively convey unto the Purchaser in fee simple ALL THAT piece or parcel of land containing 54 acres 1 rood 12 perches being Lots 1 and 2 of Messrs. Eales Brothers Subdivision of Walke Paddocks Campbell's Hill West Maitland being part of original Portion 100 of 416 acres granted to Houston Mitchell situated in the Parish of Maitland County of Northumberland and State of New South Wales COMMENCING at the intersection of the north westerly boundary of a Government Road with the easterly boundary of

*J. B. Enright*



Samuel Clift's land which is identical with the western boundary of Houston Mitchell's 416 acres grant and bounded thence by part of that boundary 359 degrees 48 minutes for 855.2 links thence by the northerly boundary of Samuel Clift's land 270 degrees for 5 links to a road 100 links wide thence by part of the eastern boundary of that road being lines 359 degrees 15 minutes for 1379.2 links 359 degrees 34 minutes for 818 links 6 degrees for 200.2 links and 6 degrees 27 minutes for 6.8 links to Russell's land thence by part of the Southerly boundary of that land which is identical with the northern boundary of Houston Mitchell's grant of 416 acres aforesaid being lines 89 degrees 56 minutes for 374.5 links and 89 degrees 40 minutes for 1381 links to the land occupied by the Hunter District Water Supply and Sewerage Board thence by the westerly and north westerly boundaries of that land being lines 174 degrees 53 minutes for 1645 links and 200 degrees 26 minutes for 1446 links to the Government Road afore mentioned and thence by the north westerly boundary of that road 258 degrees 50 minutes for 1413 links to the point of commencement be the said several dimensions a little more or less and as defined by more recent survey as ALL THAT piece or parcel of land containing 54 acres 1 rood 34 perches or thereabouts being Lots 1 and 2 of Messrs. Eales' Brothers Subdivision of Walka Paddocks Campbell's Hill West Maitland the same being part of original Portion Number 100 granted to Houston Mitchell as 416 acres and situate in the Parish of Maitland County of Northumberland State of New South Wales COMMENCING at the intersection of the North westerly boundary of a Government Road with the Western boundary of Portion Number 100 aforesaid and bounded thence towards the West by part of that boundary bearing 359 degrees 11 minutes 855.4 links to its intersection with the South eastern and Eastern side of the Main Road leading from West Maitland to Aberglassyn thence again towards the West by the Eastern side of that road on fenced lines bearing 359 degrees 08 minutes 2198.7 links 6 degrees 00 minutes 200.2 links and 6 degrees 27 minutes 6.8 links thence towards the North by a fenced and marked line bearing 89 degrees 28 minutes 1755 links thence towards the North east by a fenced line bearing 174 degrees 37 minutes 1646 links thence towards the South east by a fenced line bearing 200 degrees 5 minutes 1453.5 links to a point on the North west side of the before mentioned Government Road thence again towards the South east by part of that side of that road bearing 258 degrees 50 minutes 1413.0 links to the point of commencement SAVE AND EXCEPT out of the said land all coal and other minerals in and under the said land AND the Vendors (as Covenantors) do hereby respectively covenant with the Purchaser (as Covenantee) to produce the document in the Schedule hereto IN WITNESS WHEREOF the Vendors have hereunto subscribed their names and affixed their seals.

THE SCHEDULE OF DOCUMENTS COVENANTED  
TO BE PRODUCED BY THE COVENANTORS TO  
THE COVENANTEE AS HEREINBEFORE MENTIONED.

23rd August 1917. ACKNOWLEDGMENT W. J. Enright and J. B. Enright to J. B. Enright and J. P. S. Enright Registered No. 929 Book 1112.

SIGNED SEALED AND DELIVERED)  
by the said JOSEPH BEDE )  
ENRIGHT in the presence of )  
C. J. Enright,  
West Maitland.

J. B. Enright

L.S.

SIGNED SEALED AND DELIVERED)  
by the said JOHN PATRICK )  
SARFIELD ENRIGHT in the )  
presence of C. J. Enright

J.P.S. Enright

L.S.



NEW SOUTH WALES

TO WIT.

I, Jessie Fairless of Newcastle Clerk to Mr. R. S. Adams, Solicitor Newcastle in the State of New South Wales being duly sworn maketh oath and saith:-

The writing contained on the two preceding pages has been compared by me with the original Conveyance and is a true copy thereof.

SWORN at Newcastle this Fifteenth)  
day of December One thousand nine }  
hundred and twenty one before me }

*Jessie Fairless*

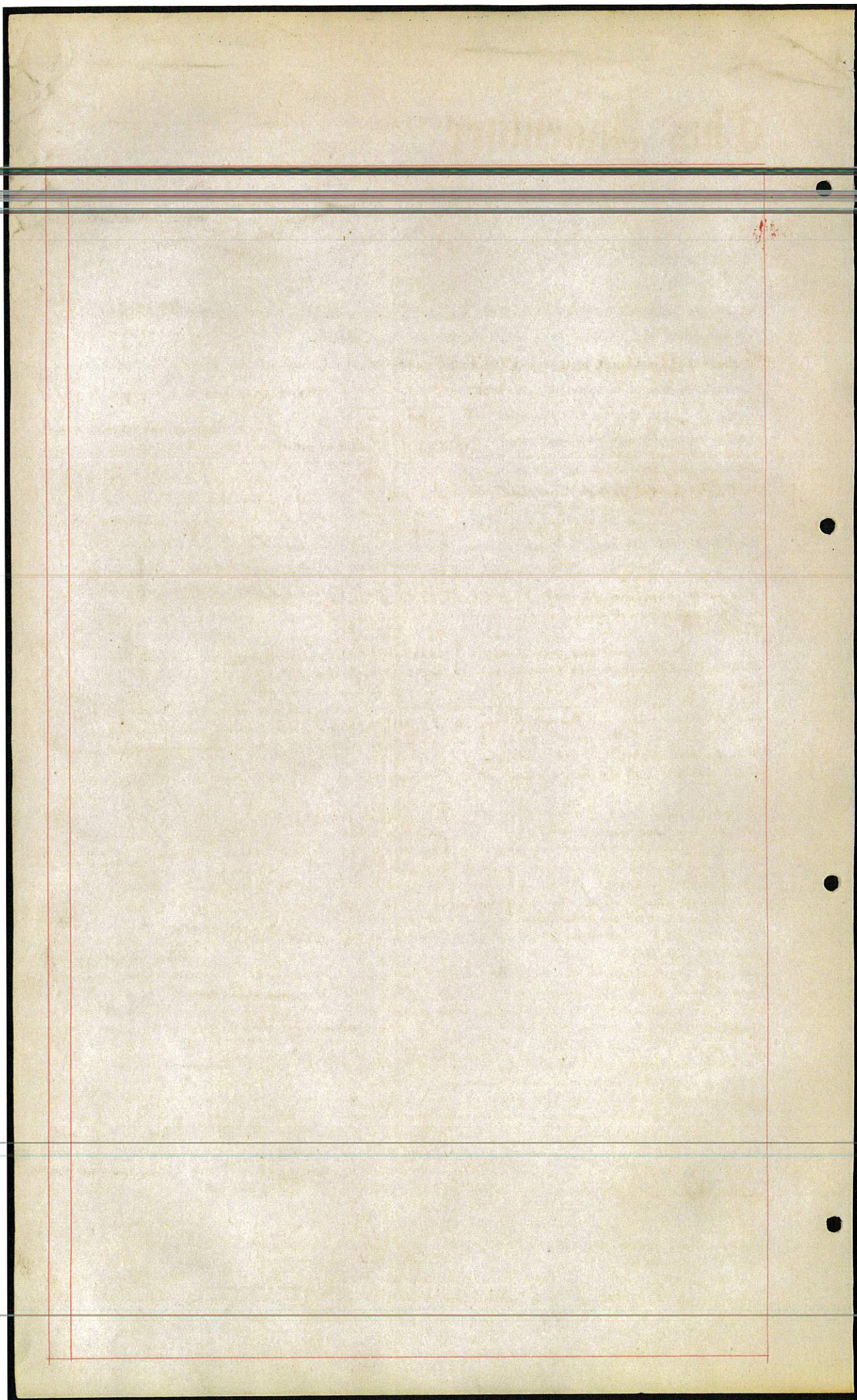
*Alfred J. Clapton J.P.*

A Justice of the Peace.

RECEIVED into the registration of Deeds Office Sydney this *seventeenth* day of *December* One thousand nine hundred and twenty one at *nineteen* minutes past *Eleven* o'clock in the *fore* noon from *Lionel James Galloway of Sydney Clerk to Messrs Ho Law Stationers*

*Wm. J. Clark*  
Deputy Registrar.









PLAN FOR: 3

To be used in conjunction with Pilon Form 2

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

epian

DP1082128

Registered:  262005

This is about 2 of my plan in 3 months deleted

SEE SIGNATURES FORM

Surveyor registered under Surveying Act 2006

trial: covered by subsection 96(1)  
d

SEE SIGNATURES FORM

Authorized Person/Command Member/Approved Certificate  
For use where gross is insufficient in any period  
on P/In Form 2

UP - DENOTES LINE FEET PLACED

SSM 1

(A) - EASEMENT TO IRON WATER 2.5 WIDE AND VARIABLE

(B) - RESTRICTION ON USE OF LAND AND POSITIVE COVENANT FOR MAINTENANCE

Plan Drawings only to appear in in this space

Plan Drawing only to appear in in this space

Reduction Ratio 1:500  
SURVEYOR'S REFERENCE

SURVEYOR'S REFERENCE: F: 90-043/DP STAGE:

DESIGNATION & NOTATION (N) & (M) ADDED VIDE 2015-1001  4.8.2015





CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 1 sheet(s)

SUBDIVISION OF LOT 1000 DP4078727  
 AND LOT 1 DP 43378

DP1082128

Registered: 2.6.2005

Surveying Regulation, 2001

I, BRETT DOUGLAS KITTEL  
 of PULVER COOPER & BLACKLEY, MAITLAND  
 a surveyor registered under the Surveying Act, 2002, hereby certify  
 that the survey represented in this plan is accurate, has been made  
 in accordance with the Surveying Regulation, 2001 and was  
 completed on: 11<sup>th</sup> MARCH 2005.

The survey relates to ..ALL LOTS & ROAD WIDENING.....

(specify the land actually surveyed or specify any land shown in the  
 plan that is not the subject of the survey)

Signature ..... Dated: 5/4/05  
 Surveyor registered under the Surveying Act, 2002

Datum Line: ...X-Y.....  
 Type: Urban/Rural

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....  
 Date: .....  
 File Number: .....  
 Office: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and  
 Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION..... set out herein  
 (insert 'subdivision' or 'new road')

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: ...MAITLAND CITY COUNCIL.

Date of Endorsement: 21.4.05

Accreditation no:

Subdivision Certificate no: 980595

File no: DA 98-595

\* Delete whichever is inapplicable.

SIGNATURES, SEALS and STATEMENTS of intention  
 to dedicate public roads or to create public reserves  
 and drainage reserves.

IT IS INTENDED TO DEDICATE PATHWAY 4 WIDE,  
 ROAD WIDENING (1930m<sup>2</sup>), LOT 1 DP43378 AND THE  
 EXTENSION OF DIAMOND CIRCUIT AND WATER  
 WORKS ROAD TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO CREATE LOT 334 AS PUBLIC  
 RESERVE.



W Larty  
 Director  
 [Signature]  
 Director.

Use PLAN FORM 6A for additional  
 certificates, signatures and seals

SURVEYOR'S REFERENCE: 901043

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

Lengths are in metres

Sheet 1 of 7 sheets

Plan: Plan of Subdivision of

Lot 1000 DP 1078727

Covered by Council Certificate No.

**DP1082128**

Full name and address of Proprietors of the land:

Tesara Pty Limited ACN 003 789 231  
 a company having its registered office at  
 107 Darby Street, Newcastle NSW 2300

**PART I**

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) Road(s), bodies or Prescribed Authorities
1.	Easement to drain water 2.5 wide and variable	316 315 314 313 312 311 310 309 308 307	317 316, 317 315, 316, 317 314, 315, 316, 317 313, 314, 315, 316, 317 312, 313, 314, 315, 316, 317 311, 312, 313, 314, 315, 316, 317 310, 311, 312, 313, 314, 315, 316, 317 309, 310, 311, 312, 313, 314, 315, 316, 317 308, 309, 310, 311, 312, 313, 314, 315, 316, 317

W.L.C

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

Lengths are in metres

Sheet 2 of 7 sheets

Plan: Plan of Subdivision of

Lot 1000 DP 1078727

Covered by Council Certificate No.

**DP1082128**

Number of item shown in the intention panel on the plan	Identify of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) Road(s), bodies or Prescribed Authorities
1.	Easement to drain water 2.5 wide and variable	306	307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317
		305	306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317
		304	305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317
		303	304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317
		302	303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317
		301	302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317
		319	335
		320	319, 335
		321	320, 319, 335
		322	320, 319, 335
		328	327

W. R. C



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

Lengths are in metres

Sheet 3 of 7 sheets

Plan: Plan of Subdivision of

Lot 1000 DP 1078727

Covered by Council Certificate No.

**DP1082128**

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) Road(s), bodies or Prescribed Authorities
1.	Easement to drain water 2.5 wide and variable	329 330 331	328, 327 329, 328, 327 329, 328, 327, 335

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) Road(s), bodies or Prescribed Authorities
2.	Restrictions as to User	301-333 inclusive	every other lot except Lot 334 and Lot 335
3.	Restriction on Use of Land and Positive Covenant for maintenance	302-314	Maitland City Council

**PART 2**

1. Terms of Restrictions secondly referred to in the abovementioned Plan:

1. In these Restrictions on the Use of Land the following expressions have the following meanings:

"Dwelling" means a room or suite of rooms occupied or used or constructed, designed or adapted as to be capable of being occupied or used as a separate domicile

"Dwelling-house" means a building containing one but not more than one dwelling.

b2 LCP

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

Lengths are in metres

Sheet 4 of 7 sheets

Plan: Plan of Subdivision of

Lot 1000 DP 1078727

Covered by Council Certificate No.

**DP1082128**

"Duplex"

means a building containing two but not more than two dwellings

"Tecara"

means Tecara Pty Limited ACN 003 789 231

"Texture Coated Material"

means fibre-cement sheeting with recessed edges which:

- (i) is attached to the frame of the building in such a manner that all joints, and all materials used in affixing of such sheets are concealed, and
- (ii) which is coated with a texture roll or trowel on finish based on acrylic, with the ultimate or final colour added.

- 2.1 No Dwelling-house is to be erected or permitted to remain on any Lot burdened unless the living area (being the total area of the main buildings exclusive of car accommodation, external landings, patios and verandahs) is equal to or greater than one hundred and fifty square metres.
- 2.2 No Dwelling is to be erected or permitted to remain on any Lot burdened unless the living area (being the total area of the main buildings exclusive of car accommodation, external landings, patios and verandahs) is equal to or greater than one hundred square metres.
- 3. No Duplex is to be erected or permitted to remain on any Lot burdened unless:
  - 3.1 the lot burdened has frontages to more than one public road; and
  - 3.2 vehicular access to each Dwelling contained in the Duplex is gained from different public roads.
- 4. No fence is to be erected or permitted to remain on any Lot burdened if it exceeds 1.8 metres in height including the height of any retaining wall thereunder.
- 5. No fence is to be constructed of materials other than:
  - 5.1 brick; and/or
  - 5.2 masonry
  - 5.3 lapped and capped stained timber;
  - 5.4 lapped and capped pine impregnated with copper chrome arsenate commonly known as treated pine);
  - 5.5 brushwood;
  - 5.6 chain wire
  - 5.7 cement rendered and painted brick or concrete blocks;
  - 5.8 bricks or concrete blocks coated with cement by bagging and painted;
  - 5.9 bricks or concrete blocks coated with the product known as "Granotex" or "Granosite" or similar product in the manner recommended by the Manufacturer;

W.L. @

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

Lengths are in metres

Sheet 5 of 7 sheets

Plan: Plan of Subdivision of

Lot 1000 DP 1078727  
Covered by Council Certificate No.

**DP1082128**

- 5.10 sheet metal that has been treated with the process commonly known as colourbonding or other similar factory pre-coated process, provided that the section of uninterrupted fence is no longer than fifty metres;
6. No dividing fence is to be erected on any lot burdened unless it is erected without expense to Tecara.
7. No structure of a temporary nature or character which is intended for habitation, (including without limitation any basement, tent, shed, shack, garage, trailer, camper or caravan) is to be erected or permitted to remain on any lot burdened.
8. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes is to be parked or permitted to remain on any lot burdened unless it is used in connection with the erection of a dwelling on the relevant lot burdened.
9. No building or construction work is to be permitted or allowed to continue on any lot burdened unless:
- 9.1 The lot burdened is maintained in a clean and tidy condition having regard to the nature of the construction being carried out; and
- 9.2 All rubbish or refuse generated by the construction work is collected or removed from the lot burdened not less than once every four (4) weeks; and
- 9.3 No object or thing generated by the construction of the building on any lot burdened (including without limitation any spoil or builder's rubbish) is deposited or permitted to remain on any lot adjoining any lot burdened.
10. No building apart from the main building erected on any lot burdened, is to be erected or permitted to remain on the lot burdened, unless:
- 10.1 the building is not visible from any public road, and/or place; or
- 10.2 the building is of a design which compliments the main building erected on the lot burdened and is constructed of the same or similar materials to those used in the main building erected on the lot burdened; or
- 10.3 it is a garden shed which is not visible from a public road and/or place where and it is constructed of metal which has been treated by the process commonly known as "colour bonding" or any similar factory pre-coated process.
11. No carport, covered patio, covered porch and/or covered verandah is to be erected or permitted to remain on the lot burdened unless the materials used to support it are comprised of timber, brick or masonry.

W L @



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

Lengths are in metres

Sheet 6 of 7 sheets

Plan: Plan of Subdivision of

Lot 1000 DP 1078727

Covered by Council Certificate No.

**DP1082128**

**2. Terms of Restrictions thirdly referred to in the abovementioned Plan:**

1. No dwelling shall be erected or allowed to remain erected within the area designated 'B' on the plan without first obtaining the consent of Maitland City Council.
2. The landscaped areas within the area designated 'B' for a period of at least twelve months after the endorsement of the Plan, the registered proprietor of the lot burdened must maintain

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT  
FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

The name of the person empowered to release vary or modify the easement firstly referred to in the abovementioned plan are the registered proprietors for the time being of the lots burdened and the lots benefited, with the consent of Maitland City Council.


**NAME OF THE PERSONS EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION  
ON THE USE OF THE LAND SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

The name of the person empowered to release vary or modify the restriction on the use of the land secondly referred to in the abovementioned plan is Tecara Pty Limited whilst ever it owns any part of a lot in the registered plan pursuant to which these restrictions were created and thereafter by the registered proprietors of the lots contained in the registered plan pursuant to which the restrictions were created.

**NAME OF THE PERSONS EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION  
ON THE USE OF THE LAND THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

The name of the person empowered to release vary or modify the restriction on the use of the land thirdly referred to in the abovementioned plan is Maitland City Council.

Approved by the Council of the City of  
Maitland

  
.....

W L @

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

Lengths are in metres

Sheet 7 of 7 sheets

Plan: Plan of Subdivision of

Lot 1000 DP 1078727  
Covered by Council Certificate No.

**DP1082128**

Authorised Person

**THE COMMON SEAL of TECARA PTY  
LIMITED ACN 003 789 231**

was hereunto affixed by Authority of the  
Board in the presence of:

*W. Lanning*

Director

*M. Schell*

Secretary Director



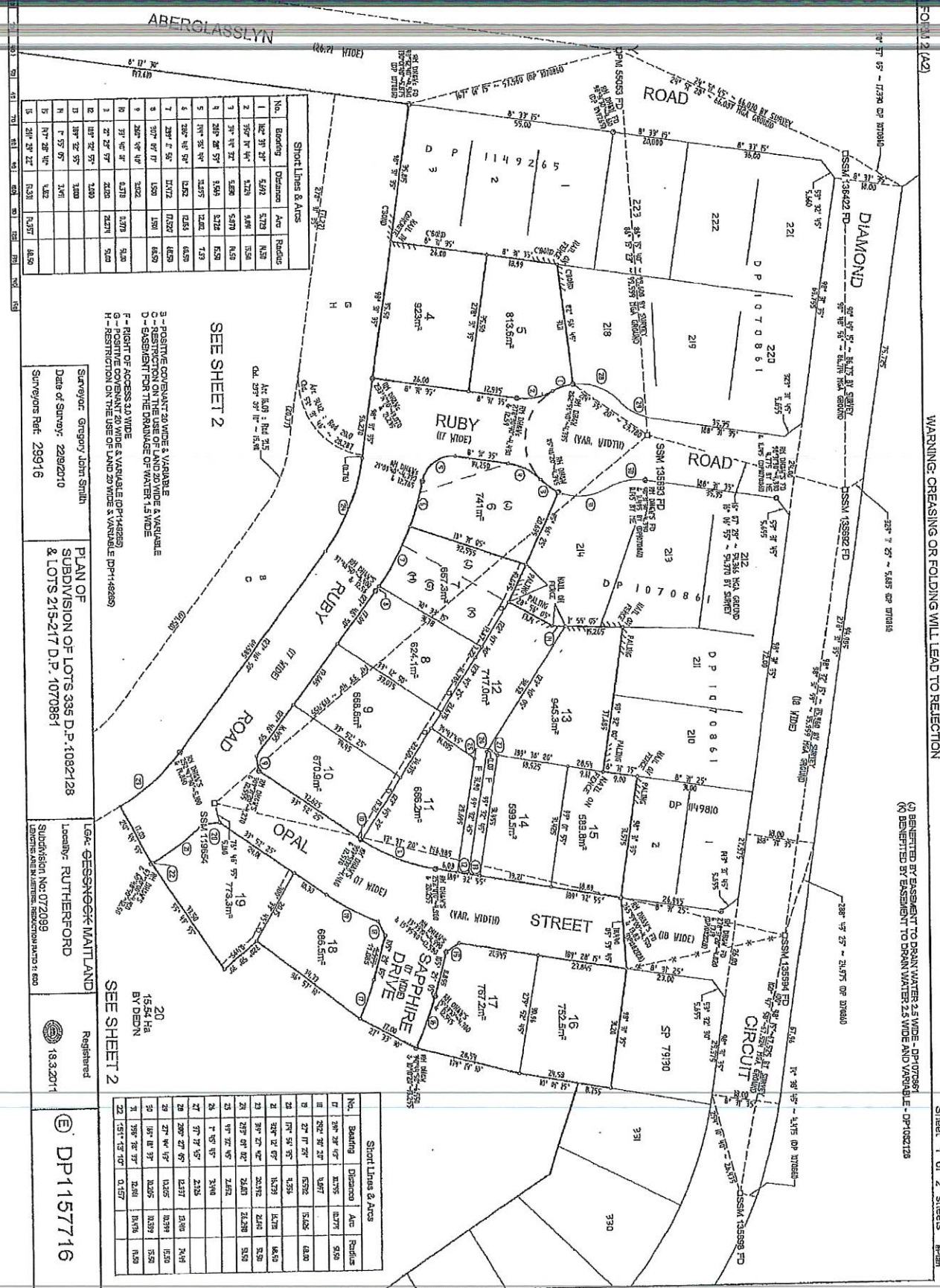
REGISTERED



2.6.2005

Ref:34616 /Src:M

28.592 BY SURVEY  
38.114 BY SURVEY



No.	Starting	Distance	Area	Ends
1	100° 30' 30"	5.492	5.723	R.25
2	100° 30' 30"	5.492	5.723	R.25
3	100° 30' 30"	5.492	5.723	R.25
4	100° 30' 30"	5.492	5.723	R.25
5	100° 30' 30"	5.492	5.723	R.25
6	100° 30' 30"	5.492	5.723	R.25
7	100° 30' 30"	5.492	5.723	R.25
8	100° 30' 30"	5.492	5.723	R.25
9	100° 30' 30"	5.492	5.723	R.25
10	100° 30' 30"	5.492	5.723	R.25
11	100° 30' 30"	5.492	5.723	R.25
12	100° 30' 30"	5.492	5.723	R.25
13	100° 30' 30"	5.492	5.723	R.25
14	100° 30' 30"	5.492	5.723	R.25
15	100° 30' 30"	5.492	5.723	R.25
16	100° 30' 30"	5.492	5.723	R.25
17	100° 30' 30"	5.492	5.723	R.25
18	100° 30' 30"	5.492	5.723	R.25
19	100° 30' 30"	5.492	5.723	R.25
20	100° 30' 30"	5.492	5.723	R.25
21	100° 30' 30"	5.492	5.723	R.25
22	100° 30' 30"	5.492	5.723	R.25
23	100° 30' 30"	5.492	5.723	R.25
24	100° 30' 30"	5.492	5.723	R.25
25	100° 30' 30"	5.492	5.723	R.25

SEE SHEET 2

3 - POSITIVE COVENANT 20 WIDE & VARIABLE  
D - RESTRICTION ON THE USE OF LAND 20 WIDE & VARIABLE  
E - EASEMENT FOR THE DRAINAGE OF WATER 1.5 WIDE  
F - RIGHT OF ACCESS 20 WIDE  
G - POSITIVE COVENANT 20 WIDE & VARIABLE DP1142255  
H - RESTRICTION ON THE USE OF LAND 20 WIDE & VARIABLE DP1142255

PLAN OF  
SUBDIVISION OF LOTS 335 D.P. 1082128  
& LOTS 215-217 D.P. 1070861

Location: RUTHERFORD  
Subdivision No: 072099  
Location: RUTHERFORD  
Subdivision No: 072099

Registered  
18.3.2011

© DP1157716

VARIOUS AMENDMENTS - SEE 2011/750

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 2 sheets

(C) BENEFITED BY EASEMENT TO DRAIN WATER 2.5 WIDE - DP1070861  
(D) BENEFITED BY EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE - DP1082128



PLAN FORM 2 (A2)

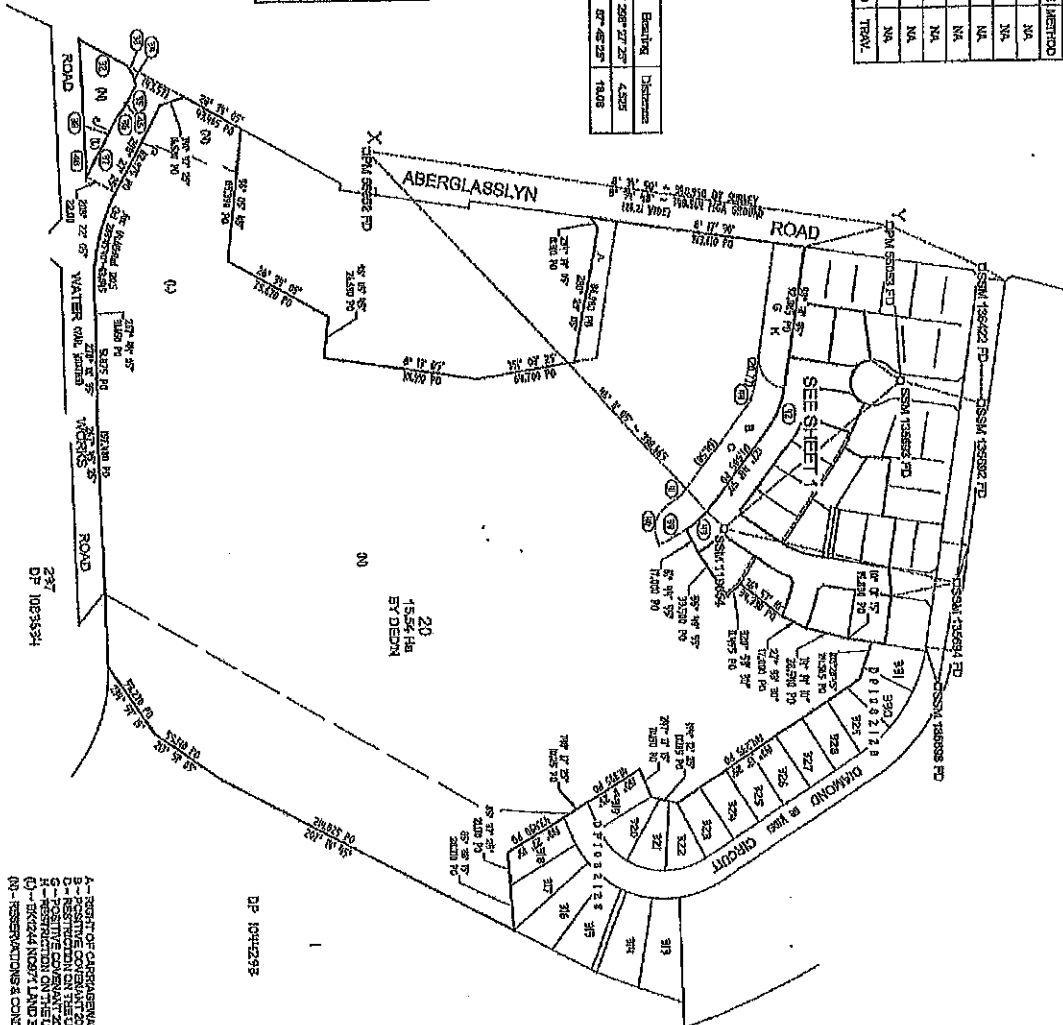
SURVEYING REGULATION 2008 (CLASSIFIED)  
ZONES 35  
HIGH CONDUITANCES

MARK	EASTING	NORTHING	CLASS	CORNER	SOURCE METHOD
PA 60027 PD	360577.503	607948.803	B	2	SPOLLS
PA 60028 PD	360523.502	607944.803	B	2	SPOLLS
SSM 105802 PD	360144.428	607922.501	C	4	SPOLLS
SSM 105803 PD	360128.002	607921.501	C	4	SPOLLS
SSM 105804 PD	360203.003	607903.503	C	4	SPOLLS
SSM 055808 PD	360252.000	607943.504	C	4	SPOLLS
SSM 055809 PD	360272.000	607944.505	C	4	SPOLLS
SSM 105804 PD	360222.003	607904.504	C	4	SPOLLS
SSM 105804 PD	360222.003	607904.504	C	4	SPOLLS

SOURCE: K.L.A. CO-ORDINATES ADAPTED FROM B.S.4  
LAND & PROPERTY UNIT, 1980 (10/7/2010)  
ORIGINAL SCALE: 1:10000

No.	Bearing	Distance	No.	Bearing	Distance
32	208° 34' 20"	55.510	45	208° 27' 20"	4.505
33	207° 22' 20"	7.405	46	07° 48' 20"	14.05
34	207° 10' 20"	6.515			
35	208° 27' 20"	11.520			
36	208° 27' 20"	11.520			
37	208° 27' 20"	11.520			
38	07° 17' 20"	60.500			
39	07° 17' 20"	60.500			

No.	Area	Radius	Bearing	Chord Dist.
40	15.448	30.00	108° 18' 10"	32.885
41	12.481	31.00	151° 27' 40"	12.840
42	12.028	31.00	148° 00' 00"	20.015
43	24.338	31.00	139° 27' 40"	20.582
44	14.005	31.00	209° 09' 10"	15.911



Surveyor: Gregory John Smith Date of Survey: 22/9/2010 Surveyor Ref: 23916	PLAN OF SUBDIVISION OF LOTS 385 D.P. 1082128 & LOTS 215-217 D.P. 1070861	Local: GREGGINSK MATLAND Licence: RUTHERFORD Licence No: 072039	Registered 18.3.2011	DP1157716
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 2 sheets

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of Intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. Positive Covenant 20.0m wide & Variable 'B'
2. Restriction on the Use of Land 20.0m Wide & Variable 'C'
3. Easement for the drainage of water 1.5 wide
4. Restriction on the use of land
5. Right of access 3.0 wide

It is intended to dedicate Sapphire Drive and the extensions of Ruby Road and Opal Street as Public Road

DP1157716

Registered: 18.3.2011

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF  
SUBDIVISION OF Lot 335 D.P.  
1082128 & Lots 215-217 DP1070861

LGA: MAITLAND

Locality: RUTHERFORD

Parish: MAITLAND

County: NORTHUMBERLAND

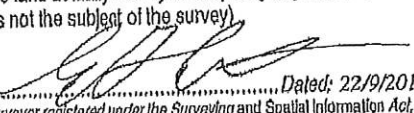
Surveying Regulation, 2006

I, GREGORY JOHN SMITH  
of **Daly-Smith** PTY LTD, PO BOX 204 MORISSET 2264  
a surveyor registered under the *Surveying and Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying and Spatial Information Regulation 2006* and was completed

on: 22ND SEPTEMBER, 2010

The survey relates to .Lots 4-19

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature:  Dated: 22/9/2010  
Surveyor registered under the Surveying and Spatial Information Act, 2002  
Datum Line: X-Y Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 1082128  
DP 1070861  
DP 1149265  
DP 1149810

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 29916

Use PLAN FORM 6A  
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....  
Date: .....  
File Number: .....  
Office: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed Subdivision set out herein  
(Insert 'subdivision' or 'new road')

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Maitland City Council

Date of Endorsement: 15.2.11


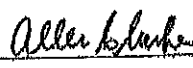
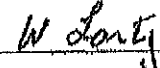
Accreditation no: .....

Subdivision Certificate no: 072099

File no: DA 07 2009

\* Delete whichever is inapplicable.

\* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)
PLAN OF SUBDIVISION OF Lot 335 D.P. 1082128 & Lots 215-217 DP1070861	DP1157716 *	
	Registered:  18.3.2011	*
Subdivision Certificate No: 072099		Date of Endorsement: 15-2-11
Executed for & on behalf Tecara Pty Ltd ACN 003 789 231 in the presence of		
<div style="display: flex; justify-content: space-around;"><div style="text-align: center;"> Full Name: ALLEN CLARKE. (print) Position held: Director</div><div style="text-align: center;"> W. LANTRY Secretary/Director</div></div>		
SURVEYOR'S REFERENCE: 29016		

\* OFFICE USE ONLY



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED  
 OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

(Sheet 1 of 5 Sheets)

Plan:

**DP1157716**

Subdivision covered by subdivision  
 Certificate No. 072099  
 Dated 15<sup>th</sup> February, 2011  
 of Lot 335 D.P. 1082128  
 & Lots 215-217 DP1070861

Full name and address of  
 proprietors of the land.

**Tecara Pty Ltd** ACN 003 789 231  
 34 Racecourse Road  
 Rutherford NSW 2320  
 Private Mail Bag 19  
 Maitland NSW 2320

**PART 1 (Creation)**

Number of Item shown in the Intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened Lot(s)	Benefited Lot(s), road(s) or Prescribed Authorities
1	Positive Covenant 20.0m wide & Variable 'B'	20	Maitland City Council
2	Restriction on the Use of Land 20.0m Wide & Variable 'C'	20	Maitland City Council
3	Easement for the drainage of water 1.5 wide	7 8 9 10 19	6 6-7 6-8 6-9 20
4	Restriction on the use of land	4-19	every other lot except 20
5	Right of access 3.0 wide	12 13	13 12

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED  
OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

(Sheet 2 of 5 Sheets)

Plan:

**DP1157716**

Subdivision covered by subdivision  
Certificate No. 072099  
Dated 15<sup>th</sup> February, 2011  
of Lot 335 D.P. 1082128  
& Lots 215-217 DP1070861

**PART 2 (Terms)**

**Terms of the Positive Covenant numbered 1 in the plan.**

The landscaped buffer within the area shown as 'B' on the plans shall be maintained in perpetuity by the registered proprietor of Lot 20. Such maintenance shall include watering to ensure plant growth, eradication of weeds and replacement where necessary of dead trees and shrubs and be in accordance with the approved landscape plan.

The name of the person or authority whose consent is required to release, vary or modify the Positive Covenant on the use of land firstly referred to in the above mentioned Plan is Maitland City Council.

**Terms of the Restriction numbered 2 in the plan.**

No removal of the landscaped buffer, mounding or plants shall occur on any lot burdened within the area shown as 'C' on the plans.

The name of the person or authority whose consent is required to release, vary or modify the Restriction on the use of land secondly referred to in the above mentioned Plan is Maitland City Council.

**Terms of the Restriction numbered 4 in the plan**

1. No main building will be erected or permitted to remain erected on any lot burdened, having a total area of less than 200 square metres inclusive of car accommodation, but exclusive of external landings, patios and veranda's.
2. No garage or outbuilding may be erected or permitted to remain on any lot burdened except until or concurrently with or after the erection of any main dwelling.
3. No existing dwelling or building will be partly or wholly moved to, place upon, re-erected upon, reconstructed on or permitted to remain so moved, placed, re-erected or reconstructed on any lot burdened.
4. No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding will be used at any time as a dwelling on any lot burdened.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED  
OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

(Sheet 3 of 5 Sheets)

Plan:

**DP1157716**

Subdivision covered by subdivision  
Certificate No. 072099  
Dated 15<sup>th</sup> February, 2011  
of Lot 335 D.P. 1082128  
& Lots 215-217 DP1070861

5. No temporary structure, caravan, campervan or outbuilding will be permitted to remain erected on any lot burdened during the course of construction of a dwelling house on the lot burdened other than at the rear of the dwelling.
6. No re-subdivision of each individual lot shall be permitted without the formal approval of Tecara Pty Ltd its assigns or successors whilst Tecara Pty Ltd is the registered proprietor of any land in the plan.
7. No fuel storage tanks (except for domestic heating and cooking purposes) will be placed upon or permitted to remain on any lot burdened.
8. No noxious, noisome or offensive occupation, trade, business, manufacture or home industry will be conducted or carried out on any lot burdened.
9. With the exception of vehicles used in connection with the construction of a dwelling on any lot burdened no motor vehicles, truck or semi trailer with a load carrying capacity exceeding 10 tonnes may be parked or permitted to remain on any lot burdened unless parked in a fully enclosed garage or shed.
10. No trailer boat or caravan will be parked or permitted to remain forward of the front building alignment of any lot burdened.
11. No advertisement, hoarding or sign of any description other than a house number and signs required to be displayed under any law or statute or temporary signs solely for selling or letting the property may be erected or displayed or permitted to remain on any lot burdened.
12. No fence will be erected on any lot burdened to divide it from any adjoining land owned by Tecara Pty Ltd without the consent of Tecara Pty Ltd Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Tecara Pty Ltd provided that this restriction will only apply whilst Tecara Pty Ltd is the Registered Proprietor of any land in the plan.
13. No fence shall
  - (i) Exceed 1.87 metres in height, or
  - (ii) Be constructed of materials and style other than
    - a. Brick
    - b. Masonry
    - c. Timber
    - d. Brushwood
    - e. Pickets
    - f. Wrought Iron
    - g. Colourbond



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED  
OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

(Sheet 4 of 5 Sheets)

Plan:

**DP1157716**

Subdivision covered by subdivision  
Certificate No. 072099  
Dated 15<sup>th</sup> February, 2011  
of Lot 335 D.P. 1082128  
& Lots 215-217 DP1070861

14. Such other materials as may be approved by Tecara Pty Ltd in it's sole and absolute discretion.
15. Any release, variation or modification of these restrictions will be made and done in all respects at the cost and expense of the person or persons requesting the same.

The name of the person or authority empowered to release, vary or modify the Restrictions on the use of land numbered 4 referred to in the above mentioned Plan is Tecara Pty Ltd whilst ever it owns any part of a lot in the registered plan pursuant to which these restrictions were created and thereafter by the registered proprietors of the lots contained in the registered plan pursuant to which the restrictions were created.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED  
OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

(Sheet 5 of 5 Sheets)

Plan:

**DP1157716**

Subdivision covered by subdivision  
Certificate No. 072099  
dated 15<sup>TH</sup> FEB, 2011  
of Lot 335 D.P. 1082128  
& Lots 216-217 DP1070861

**PART 2 (continued)**

Executed for & on behalf Tecara Pty Ltd ACN 003 789 231 in the presence of

<u><i>Allen Chapple</i></u> x	<u><i>W. Lantry</i></u> x
Full Name: <i>Allen Chapple</i>	<i>W. Lantry</i>
(print)	
Position held: Director	Secretary/Director

*[Signature]*  
Authorised Officer  
Maitland City Council

REGISTERED



18.3.2011

**Certificate No.: PC/2025/2534**

**Certificate Date:** 16/07/2025

**Fee Paid:** \$71.00

**Receipt No.:** 2256743

**Your Reference:** SE:DR:44256

**SECTION 10.7 PLANNING CERTIFICATE**

**Environmental Planning and Assessment Act, 1979 as amended**

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<b>APPLICANT:</b>	Tranter Lawyers  dominique@tranterlawyers.com.au
<b>PROPERTY DESCRIPTION:</b>	7 Tourmaline Drive RUTHERFORD NSW 2320
<b>PARCEL NUMBER:</b>	103427
<b>LEGAL DESCRIPTION:</b>	Lot 73 DP 1286317

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**IMPORTANT: Please read this Certificate carefully.**

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

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

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



## **SECTION 10.7(2)**

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

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

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

#### **State Environmental Planning Policies**

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

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

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

#### **Local Environmental Plan (LEP)**

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

#### **Development Control Plan prepared by Council**

Maitland Development Control Plan 2011 applies to the land.

#### **Draft Environmental Planning Instruments and Draft Development Control Plans**

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

#### **Planning Proposal for a Local Environmental Plan**

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

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

### **Draft Development Control Plans**

The draft Maitland Development Control Plan 2025 is, or has been, on public exhibition under the Act and is applicable to the land.

### **Draft State Environmental Planning Policies**

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

## **ITEM 2 – Zoning and land use under relevant planning instruments**

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

### ***Zone and Land Use Table from Local Environmental Plan***

#### **R1 General Residential**

##### **1 Objectives of zone**

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

##### **2 Permitted without Consent**

Home occupations

##### **3 Permitted with Consent**

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

##### **4 Prohibited**

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



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

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

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

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

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

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

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

***Is the land within a conservation area, however described?***

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

**Note:** An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. Contact the Department of Climate Change, Energy, the Environment and Water,

Environment and Heritage Division for further information.

**ITEM 3 – Contribution plans**

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



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

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

The land IS NOT in a special contributions area.

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

#### **ITEM 4 – Complying Development**

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

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

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

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

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

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

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

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

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

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

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

Complying development under the **Container Recycling Facilities Code** may not

be carried out on the land.

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

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

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

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

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

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

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

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



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

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

#### **ITEM 5 – Exempt Development**

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

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

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

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

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

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

#### **ITEM 6 – Affected building notices and building product rectification orders**

**Whether the council is aware that –**

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

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

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

#### **ITEM 7 - Land Reserved for Acquisition**

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

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



Act.

## ITEM 8 – Road widening and road realignment

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

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

Note: This item relates to Council's road proposals only. Other authorities, including Transport for NSW may have road widening proposals.

## ITEM 9 – Flood related development controls

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

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

The Maitland DCP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The Maitland LEP 2011 does not provide a FPL measure. The probable maximum flood has the same meaning as the Flood Risk Management Manual.

Note in this section – **flood planning area** has the same meaning as in the Floodplain Development Manual. **Flood Risk Management Manual** means the Flood Risk Management Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023. **Probable maximum flood** has the same meaning as in Flood Risk Management Manual.

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

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

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

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

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

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

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

Note in this section –

**adopted policy** means a policy adopted –

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

#### **ITEM – 11 Bush fire prone land**

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

The land is NOT identified as being bushfire prone land.

**Note** – In accordance with the *Environmental Planning and Assessment Act 1979*, bush fire prone land, in relation to area, means land recorded for the time being as bush fire prone on a bush fire prone land map for the area. This mapping is subject to periodic review.

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

#### **ITEM – 12 Loose-fill asbestos insulation**

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

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

#### **ITEM – 13 Mine subsidence**

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

The land has NOT been proclaimed to be within a Mine Subsidence District under



the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

#### **ITEM – 14 Paper subdivision information**

There is no development plan that applies to the:

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

#### **ITEM – 15 Property vegetation plans**

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

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

#### **ITEM – 16 Biodiversity stewardship sites**

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

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

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

#### **ITEM 17 – Biodiversity certified land**

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

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

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

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

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

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



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

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

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

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

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

**ITEM 20 – Western Sydney Aerotropolis**

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

**ITEM 21 – Development consent conditions for seniors housing**

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

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

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

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

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

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

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

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

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

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

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

### **ITEM 23 – Water or Sewerage services**

***If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.***

Water and/or sewerage services are NOT, and are NOT planned to be, provided to the land under the Water Industry Competition Act 2006.

**Note –**

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licenses necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

**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.



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**Jeff Smith**  
**General Manager**

263 High Street  
Maitland NSW 2320

t 02 4934 9700  
f 02 4933 3209

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

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





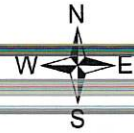
# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack

7 TOURMALINE

RUTHERFORD NSW

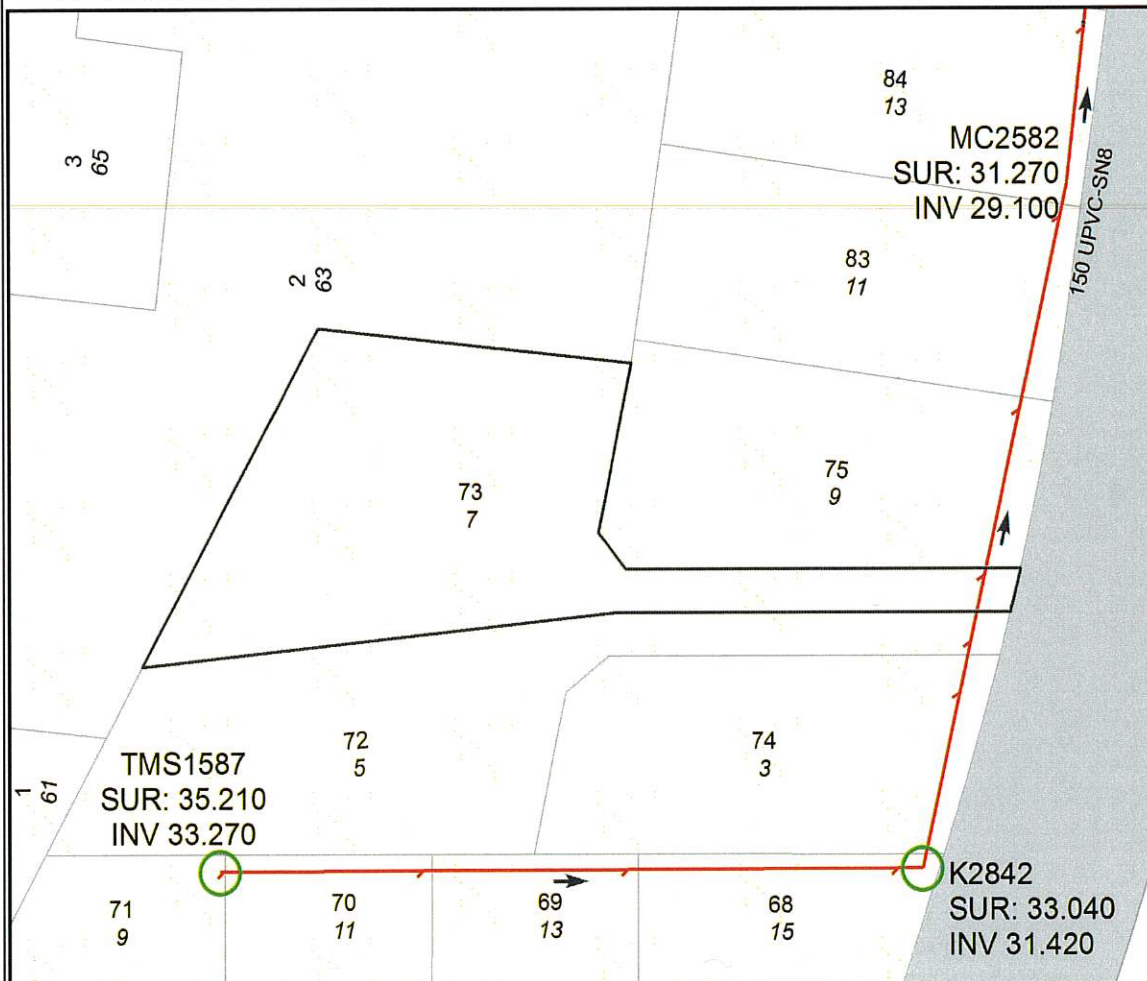
APPLICATION NO.: 2598943

APPLICANT REF: M 44256

RATEABLE PREMISE NO.: 9999932422

PROPERTY ADDRESS: 7 TOURMALINE DR RUTHERFORD 2320

LOT/SECTION/DP:SP: 73//DP 1286317



SEWER POSITION APPROXIMATE ONLY.  
SUBJECT PROPERTY BOLD.  
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: 16/07/2025

Scale at A4: 1:500

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CONTOUR DATA © AAMHatch  
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UTILITY DATA  
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