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# Contract for the sale and purchase of land 2022 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| **vendor's agent** | Valley Estate Agents Pty Ltd<br>26 Elgin Street Maitland NSW 2320 | **phone**: 02 4934 1901<br>**email**: sales@valleyestateagents.com.au |
| **co-agent** | | |
| **vendor** | | |
| **vendor's solicitor** | | |
| **date for completion** | | |
| **land (address, plan details and title reference)** | | |
| | ☐ VACANT POSSESSION ☒ subject to existing tenancies | |
| **improvements** | ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space<br>☐ none ☐ other: | |
| **attached copies** | ☐ documents in the List of Documents as marked or as numbered:<br>☐ 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**

| | | | |
|---|---|---|---|
| ☒ air conditioning | ☒ clothes line | ☒ fixed floor coverings | ☒ range hood |
| ☒ blinds | ☒ curtains | ☒ insect screens | ☐ solar panels |
| ☒ built-in wardrobes | ☒ dishwasher | ☒ light fittings | ☒ stove |
| ☐ ceiling fans | ☐ EV charger | ☐ pool equipment | ☒ TV antenna |
| ☐ 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."

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**SIGNING PAGE**

| **VENDOR** | **PURCHASER** |
|---|---|
| **Signed** by<br><br>Georgia Elise Sawyer<br>_____<br>Vendor<br><br>_____<br>Vendor | **Signed** by<br><br>_____<br>Purchaser<br><br>_____<br>Purchaser |
| **VENDOR (COMPANY)** | **PURCHASER (COMPANY)** |
| **Signed** by<br>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:<br><br>_____ Signature of authorised person<br>_____ Name of authorised person<br>_____ Office held<br><br>_____ Signature of authorised person<br>_____ Name of authorised person<br>_____ Office held | **Signed** by<br>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:<br><br>_____ Signature of authorised person<br>_____ Name of authorised person<br>_____ Office held<br><br>_____ Signature of authorised person<br>_____ Name of authorised person<br>_____ Office held |

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**Choices**

Vendor agrees to accept a ***deposit-bond*** ☒ NO ☐ yes

**Nominated *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):

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## List of Documents

**General**

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

**Home Building Act 1989**

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

**Swimming Pools Act 1992**

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

**Strata or community title (clause 23 of the contract)**

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to the off the plan contract

**Other**

- ☐ 60

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

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**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.**

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## 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.**

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**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.**

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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 –

| | |
|---|---|
| *adjustment date* | the earlier of the giving of possession to the purchaser or completion; |
| *adjustment figures* | details of the adjustments to be made to the price under clause 14; |
| *authorised Subscriber* | a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8; |
| *bank* | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| *business day* | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| *cheque* | a cheque that is not postdated or stale; |
| *clearance certificate* | a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion; |
| *completion time* | the time of day at which completion is to occur; |
| *conveyancing rules* | the rules made under s12E of the Real Property Act 1900; |
| *deposit-bond* | a deposit bond or guarantee with each of the following approved by the vendor –<br>● the issuer;<br>● the expiry date (if any); and<br>● the amount; |
| *depositholder* | vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent); |
| *discharging mortgagee* | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser; |
| *document of title* | document relevant to the title or the passing of title; |
| *ECNL* | the Electronic Conveyancing National Law (NSW); |
| *electronic document* | a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*; |
| *electronic transaction* | a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*; |
| *electronic transfer* | a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*; |
| *FRCGW percentage* | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017); |
| *FRCGW remittance* | a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*; |
| *GST Act* | A New Tax System (Goods and Services Tax) Act 1999; |
| *GST rate* | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| *GSTRW payment* | a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*); |
| *GSTRW rate* | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); |
| *incoming mortgagee* | any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;* |
| *legislation* | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| *manual transaction* | a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*; |
| *normally* | subject to any other provision of this contract; |
| *participation rules* | the participation rules as determined by the *ECNL;* |
| *party* | each of the vendor and the purchaser; |
| *property* | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| *planning agreement* | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;* |
| *populate* | to complete data fields in the *Electronic Workspace*; |

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|---|---|
| *requisition* | an objection, question or requisition (but the term does not include a claim); |
| *rescind* | rescind this contract from the beginning; |
| *serve* | serve in writing on the other *party*; |
| *settlement cheque* | an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*; |
| *solicitor* | in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*; |
| *TA Act* | Taxation Administration Act 1953; |
| *terminate* | terminate this contract for breach; |
| *title data* | the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*; |
| *variation* | a variation made under s14-235 of Schedule 1 to the *TA Act*; |
| *within* | in relation to a period, at any time before or during the period; and |
| *work order* | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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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*.

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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*.

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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.

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**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.

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**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).

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**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.

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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.

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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.

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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 earnt 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.

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**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.

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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.

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**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.

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**THESE ARE THE FURTHER CONDITIONS TO THE CONTRACT FOR SALE AND PURCHASE MADE**

BETWEEN (VENDOR)

AND (PURCHASER)

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**33. REAL ESTATE AGENCY**

33.1 The Purchaser warrants the Purchaser was not introduced to the Vendor or the property by or through the medium of a Real Estate Agent/Agency other than the Vendor's Agent (if any).

33.2 In the event of any breach of the Purchaser's warranty (clause 33.1) the Purchaser must at all times indemnify the Vendor for and against any claim for commission made by any person other than the Vendor's agent together with all expenses arising out of any such claim.

**34. PARTIES**

34.1 If a party to this Contract:

34.1.1 is a corporation and before completion is placed under external management; or

34.1.2 is an individual who before completion dies or becomes incapable because of unsoundness of mind to manage his own affairs,

then either party or any one of them or their Legal Personal Representative may serve notice to rescind.

**35. DEPOSIT**

35.1 The Purchaser agrees and acknowledges that notwithstanding the particulars the Deposit to be paid under this Contract is that amount as represents 10% of the Purchase Price. In the event that the amount disclosed on the Particulars is less than 10% of the Purchase Price, then that amount so disclosed shall be part only of the deposit but shall be that amount of the Deposit to be paid upon the making of this agreement.

35.2 Any amount of the Deposit not paid upon the making of this agreement shall be payable by the Purchaser to the Vendor upon completion or if this Contract is terminated by the Vendor due to the Purchaser's default, upon termination.

35.3 Where this Contract has been terminated by the Vendor due to the Purchaser's default, the Vendor shall be entitled to forfeit that amount paid in respect of the Deposit and to demand from the Purchaser the balance in respect of the 10% of the Purchase Price.

35.4 Where a part deposit has been paid on account of the 10% of the Purchase Price, the deficiency being the difference between the Deposit (10%) and the part Deposit shall be an admitted debt due by the Purchaser to the Vendor payable forthwith.

35.5 This clause is supplemental to the Vendor's rights under clause 9.

**36. REQUISITIONS – FORM OF**

36.1 The form of requisitions to be served by the Purchaser under clause 5.1 shall be in the form of requisitions attached to this Contract and no other.

36.2 Requisitions provided for in this clause shall be deemed to have been served by the Purchaser on the date of this Contract.

**37. CLAIMS FOR COMPENSATION AND VENDOR'S RIGHT TO RESCIND**

37.1 The Vendor's rights under clause 7.1 shall arise where the Purchaser's claim exceeds 1% of the price (not 5%).

37.2 The Vendor shall have a right to rescind under clause 8 if the Vendor is unable or unwilling to comply with the claim, regardless of the grounds (clause 8.1 is amended by the deletion of the words “on reasonable grounds”).

**38. WARRANTIES AND ACKNOWLEDGMENTS**

38.1 The provisions set out in this Contract contain the entire agreement between the parties as at the date of this Contract notwithstanding any:

38.1.1 negotiations or discussions held; or

38.1.2 documents signed or brochures produced,

prior to the date of this Contract.

38.2 The Purchaser agrees that:

38.2.1 in entering into this Contract the Purchaser has not relied upon any warranty or representation made by or any other conduct of the Vendor or any person on behalf of the Vendor except those that are expressly provided in this Contract; and

38.2.2 the Purchaser is relying entirely upon his own enquiries relating to and inspection of the property.

38.3 Without limiting the generality of Clause 38.2 the Purchaser agrees that neither the Vendor nor anyone on behalf of the Vendor has made any representation or warranty upon which the Purchaser relies as to the fitness or suitability for any particular purpose of the property or of any financial return or income to be derived from the property.

38.4 The Purchaser accepts the property in its present state of repair and condition and subject to all latent and patent defects of quality.

**39. BUILDING STRUCTURES – WORKS ORDERS**

39.1 The Purchaser warrants that any application to be made by the Purchaser to the Local Council for a Building Certificate will be made within fourteen (14) days of the date of the making of this Agreement.

**Building Certificate**

39.2 If as a result of the Purchaser’s application or otherwise Council issues an Upgrading or Demolition Order in breach of the warranty provided for under the Conveyancing (Sale of Land) Regulations 2017 then the Vendor shall be entitled to treat the existence of such Upgrading or Demolition Order as objection to title to which Clause 8 of this Contract shall apply but the Purchaser’s rights shall not be affected.

39.3 If the Local Council:

39.3.1 refuses to issue a Building Certificate, or fails to issue same within twenty eight (28) days of the date of making this Contract; or

39.3.2 issues a Building Certificate but qualifies that Building Certificate in the letter issuing the Certificate requiring work to be done; or

39.3.3 as a result of such application issues a Works Order (not being an Upgrading or Demolition Order) and the Vendor is unwilling to comply with that Works Order,

then the Purchaser may rescind this Contract within fourteen (14) days of that event occurring but the Purchaser shall have no further or other remedy against the Vendor.

39.4 For the purpose of clause 39.3.3 the Vendor is unwilling to comply with a Works Order where the Vendor has failed to agree to do the work within seven (7) days of the notification of such Works Order.

39.5 A party shall promptly advise the other party concerning the outcome of an application for a Building Certificate under this clause.

39.6 A Purchaser shall not be required to comply with the Works Order issued as a result of an application for a Building Certificate (notwithstanding clause 11).

39.7 For the purpose of this clause and the Contract generally the meanings “Building Certificate” and “Upgrading and Demolition Order” are as defined in the Conveyancing (Sale of Land) Regulations 2017.

## 40 COMPLETION - ADDITIONAL CLAUSES

### 40.1 Notice to Complete

After the completion date, any Notice to Complete served by a party under clause 15 may provide for a period of fourteen (14) days which period the parties agree is sufficient.

### 40.2 Interest

40.2.1 If completion does not occur by the completion date then at settlement (as an essential term of this Contract) the Purchaser shall pay to the Vendor interest.

40.2.2 Interest shall be calculated:

(a) at the post judgement rate mentioned under the Uniform Civil Procedure Rules Part 36.7 calculated on daily rests;

(b) on the balance of purchase price (price less any deposit paid);

(c) in respect of the interest period.

40.2.3 The interest period is that period commencing on the day following the completion date and ending on completion but excluding any part of that period during which completion has been delayed due to the fault of the Vendor.

## 41 DISCHARGE OF MORTGAGE

The Purchaser shall not be entitled to require the Vendor prior to settlement to register a Discharge of Mortgage affecting the subject property or to withdraw any Caveat affecting such land and upon completion the Purchaser shall accept from the Vendor a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form (other than a Caveat lodged by or on behalf of the Purchaser). The Vendor shall allow the Purchaser the registration fees payable on any such Discharge of Mortgage or Withdrawal of Caveat and, if appropriate, reasonable agency fees. The Purchaser shall make no requisition requiring the registration of such Discharge of Mortgage or Withdrawal of Caveat prior to completion nor claim compensation in respect of any unforeseeable delay (such as the death of the Mortgagee or Caveator) in obtaining the execution of any such Discharge of Mortgage or Withdrawal of Caveat.

## 42. ELECTRONIC EXECUTION

### 42.1 Definitions

In this clause, **Electronic Signature** means a visual representation of a person's handwritten signature which is placed on this Contract using DocuSign or other electronic signing platform agreed by the parties and "**Electronically Signed**" has a corresponding meaning

### 42.2 Consent and execution

The parties consent to this Contract being signed by or on behalf of a party by an Electronic Signature.

### 42.3 Intention to be bound and delivery

Where an Electronic Signature has been used to sign this Contract, the parties warrant that their Electronic Signature was used to:

(a) identify and authenticate the person signing;

(b) where the party is an individual, indicate that the person, intended to be bound by the terms of this

ct; and

(c) where the party is a company, the person or persons intended to bind the company to the terms of

ntract.

42.4 **Counterparts, exchange and print out**

(a) This Contract may be Electronically Signed in any number of counterparts which together will

ute one document.

(b) Each party consents to the exchange of counterparts of this Contract by delivery by email or such

lectronic means as may be agreed in writing.

## 43. ELECTRONIC EXCHANGE

43.1 The parties acknowledge and agree that the execution of this Contract by the parties may be effected by the use of either facsimile or photocopy signatures (hereinafter called “the manner of the parties execution of the Contract”).

43.2 The parties agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the manner of the parties execution of this Contract.

43.3 The Purchaser agrees to provide to the Vendor’s solicitor a counterpart of this Contract containing the original signatures of the parties (hereinafter called “the further counterpart of the Contract”) within ten (10) days after the date of this Contract.

43.4 The parties further acknowledge and agree that the further counterpart of the Contract shall bear the date of this Contract (hereinafter called “the date of the further counterpart of the Contract”).

43.5 The parties authorise their respective legal representatives to make alterations to this Contract (including any attachments thereto) after execution by a party. Such alterations will be binding on the party as if the alterations were made prior to execution by that party.

43.6 The parties further agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the date of the further counterpart of the Contract or any matter raised within this condition.

## 44 SWIMMING POOL

44.1 If the Contract relates to land on which there is situated a swimming pool within the meaning of the *Swimming Pools Act 1992* to which that Act applies, the Vendor discloses that annexed to this Contract is one of the following documents in respect to the swimming pool:-

(a) A valid Certificate of Compliance issued under Section 22D of the Act.

(b) A relevant Occupation Certificate within the meaning of that Act, and evidence that the swimming pool is registered under Part 3A of that Act, a relevant Occupation Certificate is an Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* that is less than three years old and that authorises the use of the swimming pool.

(c) A valid Certificate of Non-compliance issued under Clause 21 of the Swimming Pools Regulation 2018.

44.2 The Purchaser cannot make a claim, objection, requisition, rescind, terminate or delay settlement in respect of any matter or thing contained in this clause.

## 45 HUNTER WATER DRAINAGE DIAGRAM

The property is located within a district serviced by Hunter Water Corporation (Hunter Water). It is not the practice of Hunter Water to supply Drainage Diagrams regarding the location of drainage or water services within a property boundary. The Vendor is unable to provide a diagram as required by the Conveyancing Sale of Land Regulations as a consequence. The Purchaser shall not be entitled to raise any requisition, rescind, terminate or claim compensation as a consequence of this disclosure.

### CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

(a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.

(b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.

(c) The highest bidder is the purchaser, subject to any reserve price.

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.

(f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(g) A bid cannot be made or accepted after the fall of the hammer.

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

(2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

(b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.

(c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

# Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 91/1270654

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 21/11/2025 | 9:10 AM | 3 | 27/5/2025 |

LAND

LOT 91 IN DEPOSITED PLAN 1270654
AT RUTHERFORD
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1270654

FIRST SCHEDULE

(T AQ928752)

SECOND SCHEDULE (10 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 DP1197857 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 DP1197857 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP1270654 EASEMENT FOR DRAINAGE OF WATER 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1270654 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
9 DP1270654 POSITIVE COVENANT
10 AV96956 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending... PRINTED ON 21/11/2025

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

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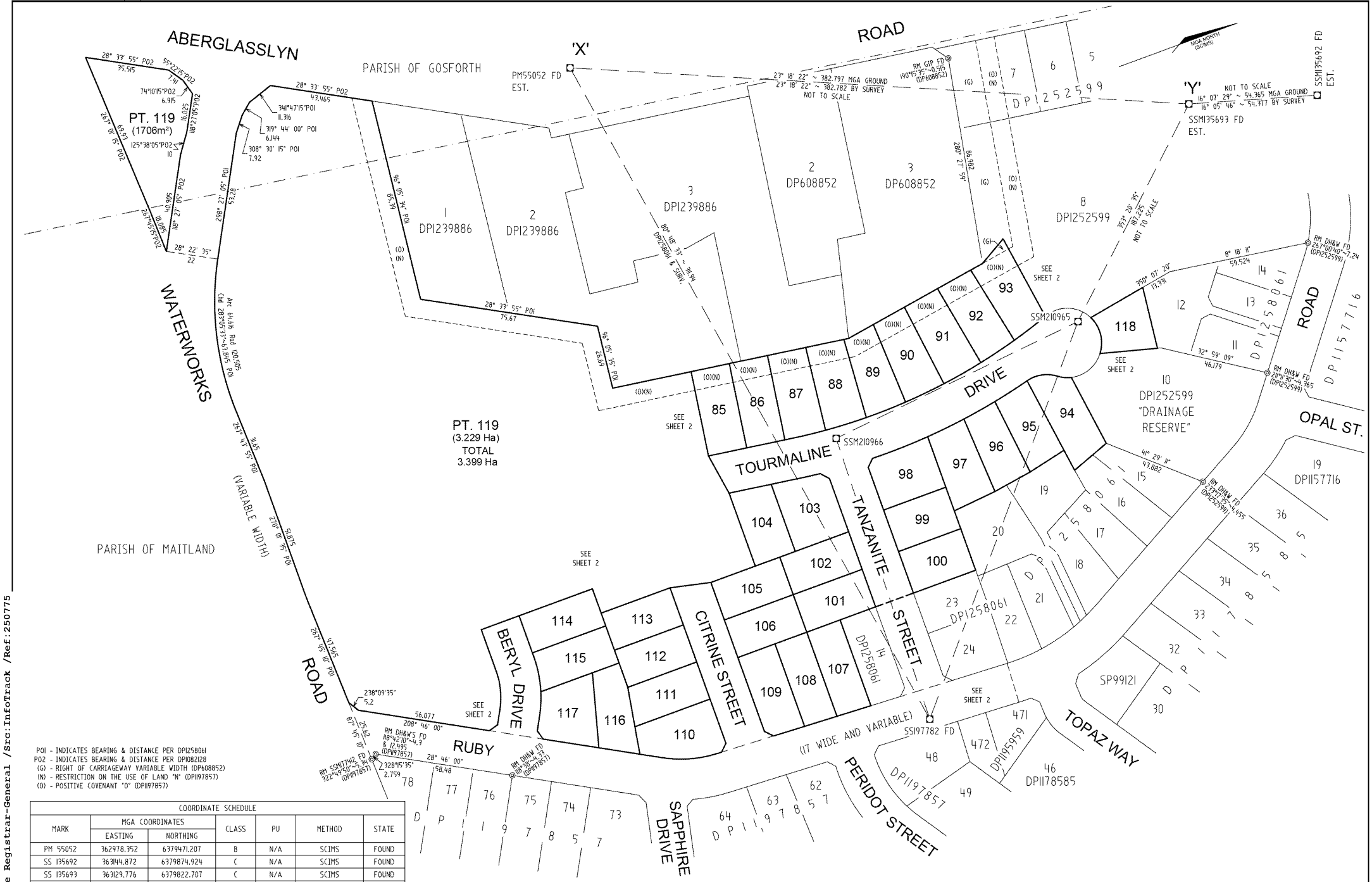
Received: 21/11/2025 09:10:36




POI - INDICATES BEARING & DISTANCE PER DP1258061
PO2 - INDICATES BEARING & DISTANCE PER DP1082128
(G) - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP608852)
(N) - RESTRICTION ON THE USE OF LAND "N" (DP1197857)
(O) - POSITIVE COVENANT "O" (DP1197857)

COORDINATE SCHEDULE

| MARK | MGA COORDINATES | | CLASS | PU | METHOD | STATE |
|---|---|---|---|---|---|---|
| | EASTING | NORTHING | | | | |
| PM 55052 | 362978.352 | 6379471.207 | B | N/A | SCIMS | FOUND |
| SS 135692 | 363144.872 | 6379874.924 | C | N/A | SCIMS | FOUND |
| SS 135693 | 363129.776 | 6379822.707 | C | N/A | SCIMS | FOUND |
| SS 197782 | 363286.232 | 6379521.022 | C | N/A | CAD. TRAV. | FOUND |
| SS 210965 | 363151.469 | 6379636.760 | C | N/A | CAD. TRAV. | PLACED |
| SS 210966 | 363162.396 | 6379523.951 | C | N/A | CAD. TRAV. | PLACED |

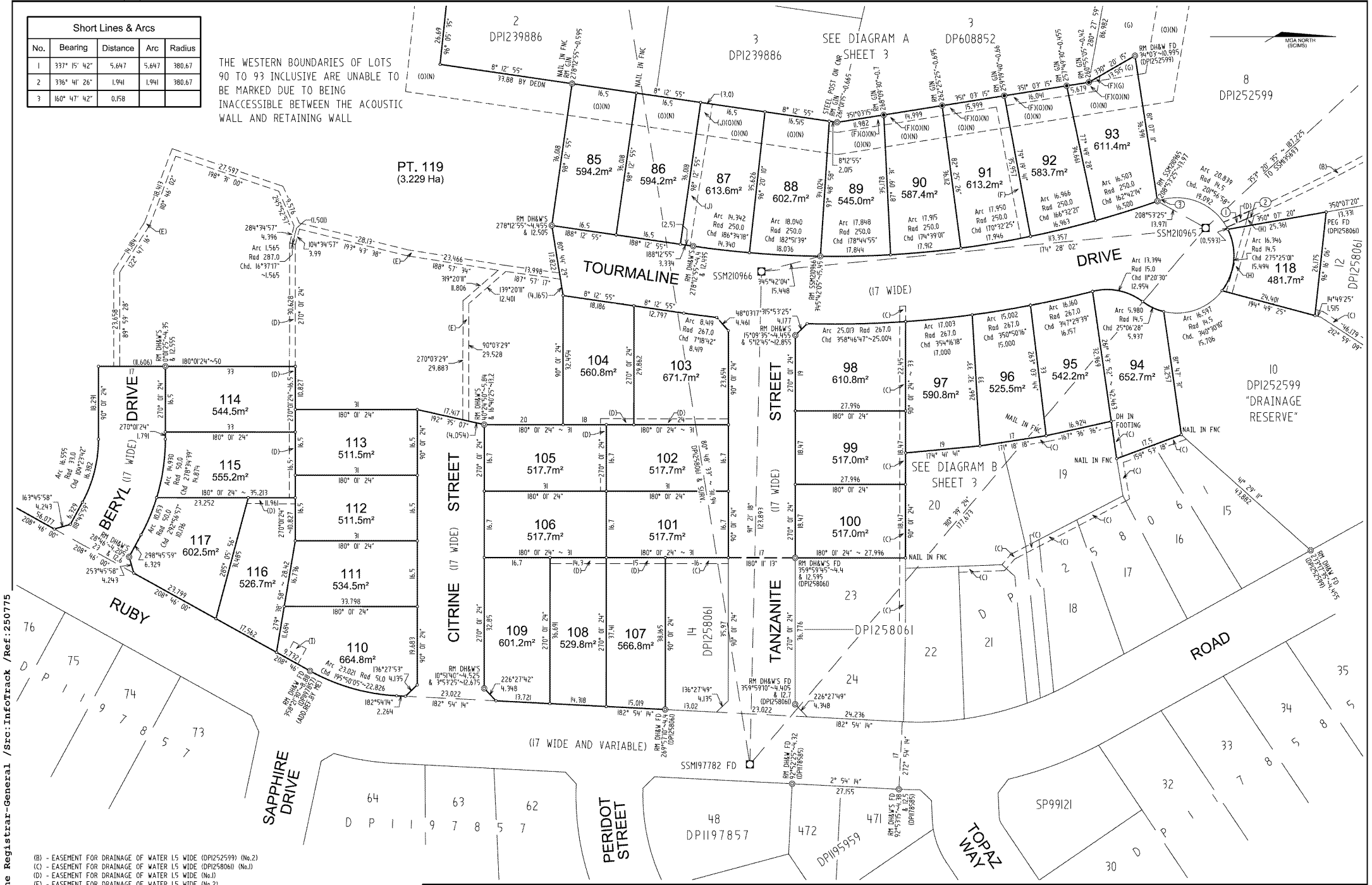
DATE OF SCIMS COORDINATES: 03/12/2020 MGA ZONE: 56 MGA DATUM: GDA2020
COMBINED SCALE FACTOR: 0.999822

| | | | |
|---|---|---|---|
| Surveyor: Robert John LEE LEWES of DALY.SMITH Pty.Ltd.<br>Date of Survey: 04/12/2020<br>Surveyors Ref: 33210 S3&6 20M (PARTIAL) | PLAN OF SUBDIVISION OF LOT 9 DP1258061 AND EASEMENT OVER LOT 8 DP1252599 | LGA: MAITLAND<br>Locality: RUTHERFORD<br>REDUCTION RATIO 1:1000<br>LENGTHS ARE IN METRES | Registered 22/02/2021 | DP1270654 |

Req:R296267 /Doc:DP 1270654 P /Rev:22-Feb-2021 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:1 of 7
© Office of the Registrar-General /Src:InfoTrack /Ref:250775

| Short Lines & Arcs | | | | |
|---|---|---|---|---|
| No. | Bearing | Distance | Arc | Radius |
| 1 | 337° 15' 42" | 5.647 | 5.647 | 380.67 |
| 2 | 336° 41' 26" | 1.941 | 1.941 | 380.67 |
| 3 | 160° 47' 42" | 0.158 | | |

THE WESTERN BOUNDARIES OF LOTS 90 TO 93 INCLUSIVE ARE UNABLE TO BE MARKED DUE TO BEING INACCESSIBLE BETWEEN THE ACOUSTIC WALL AND RETAINING WALL




(B) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP1252599) (No.2)
(C) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP1258061) (No.1)
(D) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (No.1)
(E) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (No.2)
(F) - EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE
(G) - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP608852)
(H) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP1252599) (No.2) TO BE RELEASED
(I) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (DPII97857)
(J) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
(N) - RESTRICTION ON THE USE OF LAND "N" (DPII97857)
(O) - POSITIVE COVENANT "O" (DPII97857)

| | | | |
|---|---|---|---|
| Surveyor: Robert John LEE LEWES of DALY.SMITH Pty.Ltd.<br>Date of Survey: 04/12/2020<br>Surveyors Ref: 33210 S3&6 20M (PARTIAL) | PLAN OF SUBDIVISION OF LOT 9 DP1258061 AND EASEMENT OVER LOT 8 DP1252599 | LGA: MAITLAND<br>Locality: RUTHERFORD<br>REDUCTION RATIO 1:600<br>LENGTHS ARE IN METRES | Registered 22/02/2021 | DP1270654 |

Req:R296267 /Doc:DP 1270654 P /Rev:22-Feb-2021 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:2 of 7
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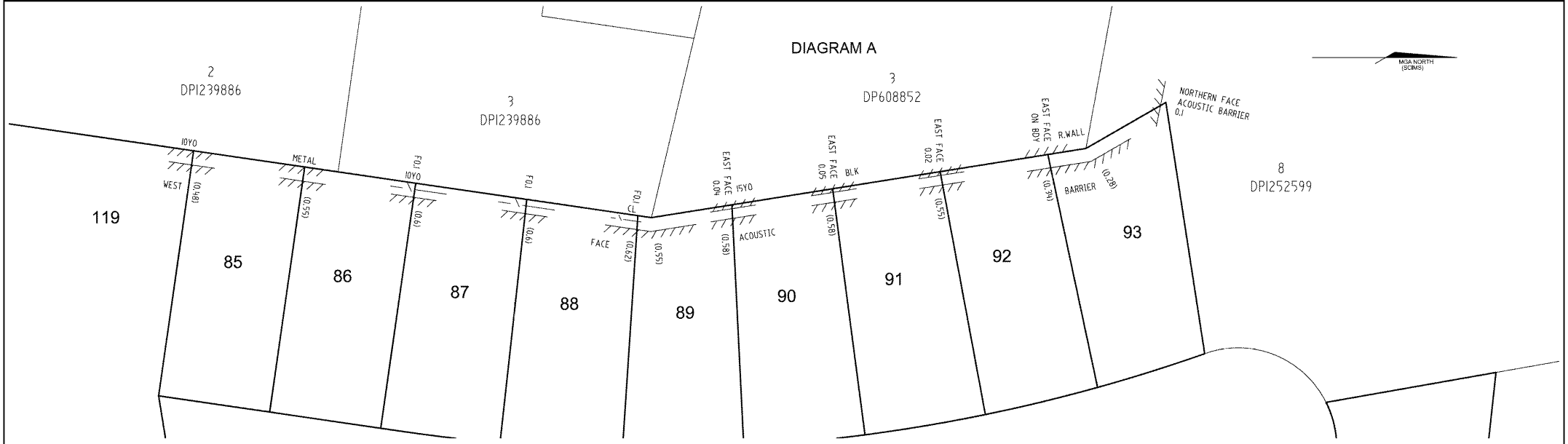
DIAGRAM A



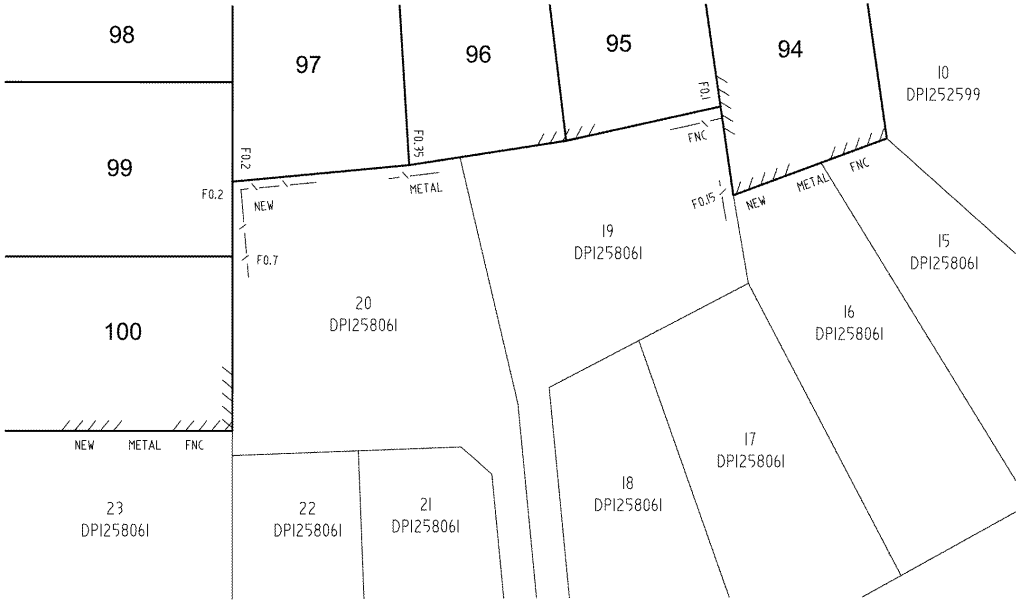




DIAGRAM B

| | | | | |
|---|---|---|---|---|
| Surveyor: Robert John LEE LEWES of DALY.SMITH Pty.Ltd.<br>Date of Survey: 04/12/2020<br>Surveyors Ref: 33210 S3&6 20M (PARTIAL) | PLAN OF SUBDIVISION OF LOT 9 DP1258061 AND EASEMENT OVER LOT 8 DP1252599 | LGA: MAITLAND<br>Locality: RUTHERFORD<br>REDUCTION RATIO 1:400<br>LENGTHS ARE IN METRES | Registered<br>22/02/2021 | DP1270654 |

Req:R296267 /Doc:DP 1270654 P /Rev:22-Feb-2021 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:3 of 7
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Req:R296267 /Doc:DP 1270654 P /Rev:22-Feb-2021 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:4 of 7
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PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

# DEPOSITED PLAN ADMINISTRATION SHEET



Office Use Only

Registered: 22/02/2021

Title System: TORRENS

Office Use Only

# DP1270654

**PLAN OF SUBDIVISION OF LOT 9 DP 1258061 AND EASEMENT OVER LOT 8 DP1252599**

LGA: **MAITLAND**

Locality: **RUTHERFORD**

Parish: **MAITLAND & GOSFORTH**

County: **NORTHUMBERLAND**

## Survey Certificate

I, **ROBERT JOHN LEE LEWES** .....

of **Daly.Smith** PTY LTD PO BOX 204 MORISSET 2264 ...

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 4 December 2020 ..... , or

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....~~
~~.....)~~
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: **X-Y** .....

Type: *Urban/*~~Rural~~

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

Signature: ..... Dated: 24/12/2020

Surveyor Identification No: 9221.....
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office:

## Subdivision Certificate

I, BRETT GARDINER .....

*Authorised Person/*~~General Manager/*Registered Certifier~~, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

~~Registration number:~~ .....

Consent Authority: Maitland City Council .....

Date of endorsement: 15.02.2021 .....

Subdivision Certificate number: 161340 .....

File number: DA16 1340 .....

*Strike through if inapplicable.

AUTHORISED OFFICER
Electronic signature of me,
Brett Gardiner affixed by me
or at my direction, on
15.02.2021

Plans used in the preparation of survey/compilation.

DP608852 DP1082128 DP1197857 DP1178585 DP1252599 DP1258061

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE TOURMALINE DRIVE SUBJECT TO EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP1258061) (NO.1), CITRINE STREET, BERYL DRIVE AND THE EXTENSION OF TANZANITE STREET TO THE PUBLIC AS PUBLIC ROADS.

Surveyor's Reference: **33210 S3&6** 20M (PARTIAL)

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

Req:R296267 /Doc:DP 1270654 P /Rev:22-Feb-2021 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:5 of 7
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Office Use Only

**Registered:** 22/02/2021

Office Use Only

# DP1270654

**PLAN OF SUBDIVISION OF LOT 9 DP 1258061 AND EASEMENT OVER LOT 8 DP1252599**

Subdivision Certificate number: 161340

Date of Endorsement: 15.02.2021

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

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

| Lot | Address Number | Road name | Road type | Locality |
|---|---|---|---|---|
| 85 | 15 | TOURMALINE | DRIVE | RUTHERFORD |
| 86 | 17 | TOURMALINE | DRIVE | RUTHERFORD |
| 87 | 19 | TOURMALINE | DRIVE | RUTHERFORD |
| 88 | 21 | TOURMALINE | DRIVE | RUTHERFORD |
| 89 | 23 | TOURMALINE | DRIVE | RUTHERFORD |
| 90 | 25 | TOURMALINE | DRIVE | RUTHERFORD |
| 91 | 27 | TOURMALINE | DRIVE | RUTHERFORD |
| 92 | 29 | TOURMALINE | DRIVE | RUTHERFORD |
| 93 | 31 | TOURMALINE | DRIVE | RUTHERFORD |
| 94 | 20 | TOURMALINE | DRIVE | RUTHERFORD |
| 95 | 18 | TOURMALINE | DRIVE | RUTHERFORD |
| 96 | 16 | TOURMALINE | DRIVE | RUTHERFORD |
| 97 | 14 | TOURMALINE | DRIVE | RUTHERFORD |
| 98 | 12/10 | TOURMALINE/TANZANITE | DRIVE/STREET | RUTHERFORD |
| 99 | 8 | TANZANITE | STREET | RUTHERFORD |
| 100 | 6 | TANZANITE | STREET | RUTHERFORD |
| 101 | 3 | TANZANITE | STREET | RUTHERFORD |
| 102 | 5 | TANZANITE | STREET | RUTHERFORD |
| 103 | 10/7 | TOURMALINE/TANZANITE | DRIVE/STREET | RUTHERFORD |
| 104 | 8 | TOURMALINE | DRIVE | RUTHERFORD |
| 105 | 6 | CITRINE | STREET | RUTHERFORD |
| 106 | 4 | CITRINE | STREET | RUTHERFORD |
| 107 | 47 | RUBY | ROAD | RUTHERFORD |
| 108 | 49 | RUBY | ROAD | RUTHERFORD |
| 109 | 51/2 | RUBY/CITRINE | ROAD/STREET | RUTHERFORD |

If space is insufficient use additional annexure sheet

Surveyor's Reference: **33210 S3&6** ZOM (PARTIAL)

Req:R296267 /Doc:DP 1270654 P /Rev:22-Feb-2021 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:6 of 7
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Office Use Only

**Registered:** 22/02/2021

Office Use Only

# DP1270654

**PLAN OF SUBDIVISION OF LOT 9 DP 1258061 AND EASEMENT OVER LOT 8 DP1252599**

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

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

Subdivision Certificate number: 161340

Date of Endorsement: 15/2/2021

| Lot | Address Number | Road name | Road type | Locality |
|---|---|---|---|---|
| 110 | 1/53 | CITRINE/RUBY | STREET/ROAD | RUTHERFORD |
| 111 | 3 | CITRINE | STREET | RUTHERFORD |
| 112 | 5 | CITRINE | STREET | RUTHERFORD |
| 113 | 7 | CITRINE | STREET | RUTHERFORD |
| 114 | 21 | BERYL | DRIVE | RUTHERFORD |
| 115 | 23 | BERYL | DRIVE | RUTHERFORD |
| 116 | 55 | RUBY | ROAD | RUTHERFORD |
| 117 | 25/57 | BERYL/RUBY | DRIVE/ROAD | RUTHERFORD |
| 118 | 22 | TOURMALINE | DRIVE | RUTHERFORD |
| 119 | 9 | BERYL | DRIVE | RUTHERFORD |

Executed ~~for & on behalf~~ by **Tecara Pty Ltd** ACN 003 789 231 in ~~the presence of~~ accordance with s127 of the Corporations Act 2001 (cth) in the presence of:

Allen Clarke. Anthony Lester

Full Name: (print) Allen Clarke i Sonter Alternate

Position held: (director/secretary) Director. Director

If space is insufficient use additional annexure sheet

Surveyor's Reference: **33210 S3&6** 20M (PARTIAL)

Req:R296267 /Doc:DP 1270654 P /Rev:22-Feb-2021 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:7 of 7
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)

Office Use Only

**Registered:** 22/02/2021

Office Use Only

# DP1270654

**PLAN OF SUBDIVISION OF LOT 9 DP 1258061 AND EASEMENT OVER LOT 8 DP1252599**

Subdivision Certificate number: 161340

Date of Endorsement: 15/2/2021

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

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

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

1. Easement for drainage of water 1.5 wide
2. Easement for drainage of water 1.5 wide
3. Easement for drainage of water 2.5 wide
4. Easement for drainage of water variable width
5. Restriction on the use of land
6. Restriction on the use of land
7. Positive covenant

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

1. Easement for drainage of water 1.5 wide (DP1258061) (No.4)
2. Easement for drainage of water 1.5 wide (DP1252599) (No.2) Area to be released (H)

Executed ~~for & on behalf~~ **Penders Pty Ltd** ACN 050 564 728 in ~~the presence of~~ by accordance with s127 of the Corporations Act 2001 (cth) in the presence of:

| | |
|---|---|
| | Allen Blake. |
| Full Name: (print) MATTHEW MCLE | Allen blake ALLEN CLARKE. |
| Position held: (director/secretary DIRECTOR | Director / Secretary |

If space is insufficient use additional annexure sheet

Surveyor's Reference: **33210 S3&6** ZOM (PARTIAL)

PLAN FORM 2

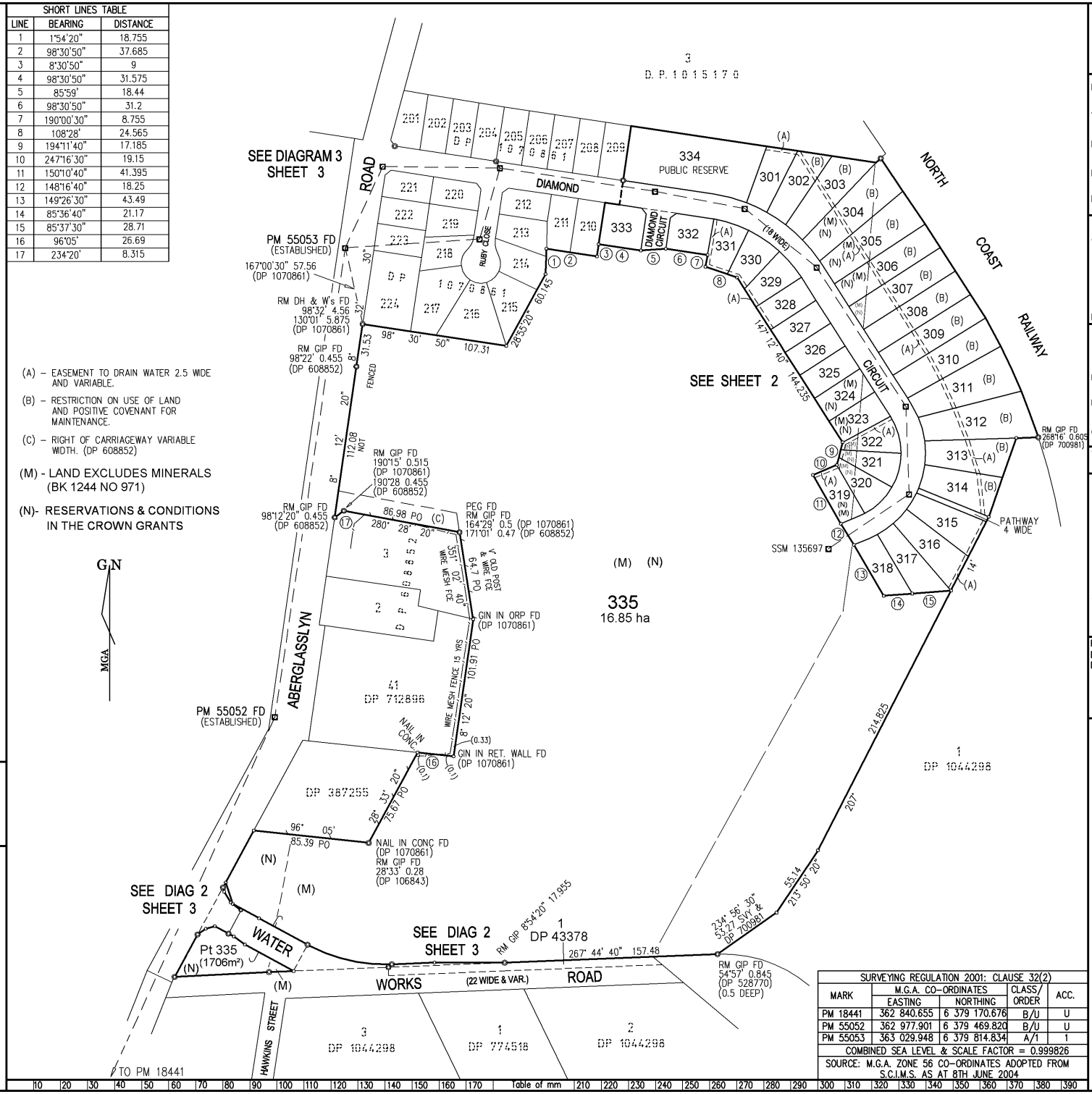
Plan Drawing only to appear inthis space

ePlan

SIGNATURE AND SEALS ONLY.

FOR SIGNATURES SEALS AND CERTIFICATES SEE SIGNATURE FORM

| SHORT LINES TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| 1 | 1°54'20" | 18.755 |
| 2 | 98°30'50" | 37.685 |
| 3 | 8°30'50" | 9 |
| 4 | 98°30'50" | 31.575 |
| 5 | 85°59' | 18.44 |
| 6 | 98°30'50" | 31.2 |
| 7 | 190°00'30" | 8.755 |
| 8 | 108°28' | 24.565 |
| 9 | 194°11'40" | 17.185 |
| 10 | 247°16'30" | 19.15 |
| 11 | 150°10'40" | 41.395 |
| 12 | 148°16'40" | 18.25 |
| 13 | 149°26'30" | 43.49 |
| 14 | 85°36'40" | 21.17 |
| 15 | 85°37'30" | 28.71 |
| 16 | 96°05' | 26.69 |
| 17 | 234°20' | 8.315 |




(A) – EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE.

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

(C) – RIGHT OF CARRIAGEWAY VARIABLE WIDTH. (DP 608852)

(M) - LAND EXCLUDES MINERALS (BK 1244 NO 971)

(N)- RESERVATIONS & CONDITIONS IN THE CROWN GRANTS

| SURVEYING REGULATION 2001: CLAUSE 32(2) | | | | |
|---|---|---|---|---|
| MARK | M.G.A. CO-ORDINATES EASTING | M.G.A. CO-ORDINATES NORTHING | CLASS/ ORDER | ACC. |
| PM 18441 | 362 840.655 | 6 379 170.676 | B/U | U |
| PM 55052 | 362 977.901 | 6 379 469.820 | B/U | U |
| PM 55053 | 363 029.948 | 6 379 814.834 | A/1 | 1 |
| COMBINED SEA LEVEL & SCALE FACTOR = 0.999826 | | | | |
| SOURCE: M.G.A. ZONE 56 CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 8TH JUNE 2004 | | | | |

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Subdivision Certificate

I hereby 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

(Insert "new road", "subdivision" or "consolidated") set out herein

Consent Authority : MAITLAND CITY COUNCIL

Date of Endorsement : 21.04.05

Accreditation no :

Subdivision Certificate no : 980595

File no. : DA 98-595

Note: When the plan is to be lodged electronically in the land Titles Office it should include a signature in an electronic or digital format approved by the Register-General.

*Delete whichever is inapplicable

# DP1082128 E

* OFFICE USE ONLY

Registered: 2.6.2005

Title System: TORRENS

Purpose: CONSOLIDATION

Ref.Map: U4572-22# & 24#

Last Plan: DP 1078727

PLAN OF SUBDIVISION OF LOT1000, DP 1078727 AND LOT 1 DP 43378.

lengths are in metres. Reduction Ratio 1: 2000

L.G.A.: MAITLAND

Locality: RUTHERFORD

Parish: MAITLAND

County: NORTHUMBERLAND

This is sheet 1 of my plan in 3 sheets. (Delete if inapplicable).

Survey Regulation 2001

I, BRETT DOUGLAS KITTEL of PULVER COOPER & BLACKLEY, MAITLAND 1/493 HIGH STREET, MAITLAND 2320 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 March 2005

The survey relates to All Lots & Road Widening (here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

Datum Line: X – Y

Zone: Suburban/~~Country~~

(Signature) SEE SIGNATURES FORM

Surveyor registered under the Surveying Act 2002

Plans used in preparation of survey/~~compilation~~.

DP 1070861

DP 1078727

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage,reserves, easements, restrictions on the use of land or positive convenants

IT IS INTENDED TO DEDICATE PATHWAY 4 WIDE ROAD WIDENING (1930m²) ,LOT 1 DP 43378 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.

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

1. EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE. (A)
2. RESTRICTIONS AS TO USER
3. RESTRICTION ON USE OF LAND AND POSITIVE COVENANT FOR MAINTENENCE. (B)

DESIGNATION (N) & (M) ADDED & NOTATION (N) ADDED VIDE 2015-1081 4.9.2015

Req:R296274 /Doc:DP 1082128 P /Rev:04-Sep-2015 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:1 of 4
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DP1082128

SURVEYOR'S REFERENCE: 90_04_3 "CHECKLIST"

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DRAWING: F:\90_04_3\DPSTAGE3.dwg

PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | ePlan

# DP1082128

Registered: 2.6.2005

This is sheet 2 of my plan in 3 sheets dated

SEE SIGNATURES FORM

Surveyor registered under Surveying Act 2002

This is sheet of the plan of sheets sheets covered by Subdivision certificate No. of

SEE SIGNATURES FORM

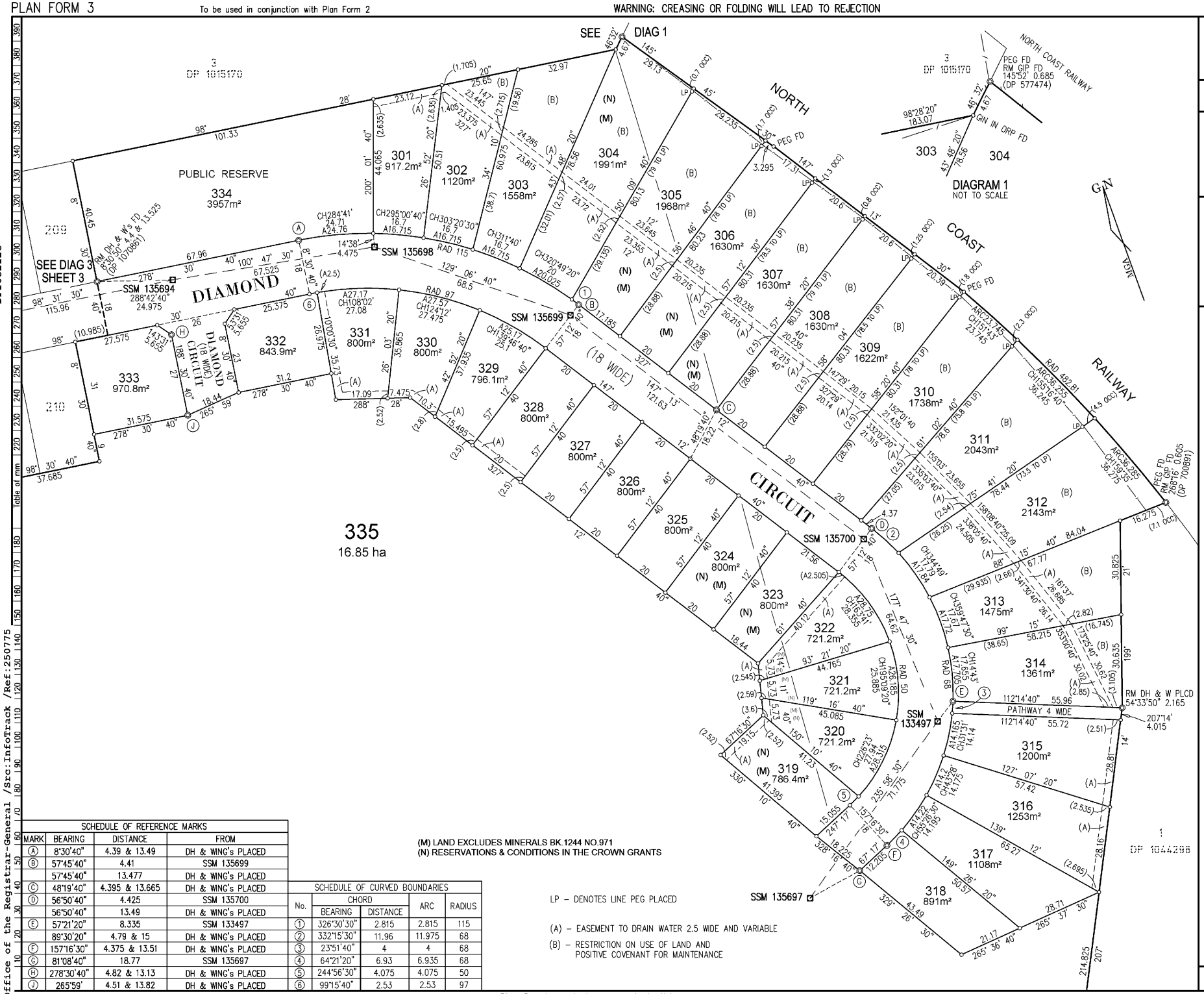
Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1: 800

* OFFICE USE ONLY

DESIGNATION & NOTATION (N) & (M) ADDED VIDE 2015-1081 4.8.2015




| SCHEDULE OF REFERENCE MARKS | | | |
|---|---|---|---|
| MARK | BEARING | DISTANCE | FROM |
| (A) | 8°30'40" | 4.39 & 13.49 | DH & WING's PLACED |
| (B) | 57°45'40" | 4.41 | SSM 135699 |
| | 57°45'40" | 13.477 | DH & WING's PLACED |
| (C) | 48°19'40" | 4.395 & 13.665 | DH & WING's PLACED |
| (D) | 56°50'40" | 4.425 | SSM 135700 |
| | 56°50'40" | 13.49 | DH & WING's PLACED |
| (E) | 57°21'20" | 8.335 | SSM 133497 |
| | 89°30'20" | 4.79 & 15 | DH & WING's PLACED |
| (F) | 157°16'30" | 4.375 & 13.51 | DH & WING's PLACED |
| (G) | 81°08'40" | 18.77 | SSM 135697 |
| (H) | 278°30'40" | 4.82 & 13.13 | DH & WING's PLACED |
| (J) | 265°59' | 4.51 & 13.82 | DH & WING's PLACED |

| SCHEDULE OF CURVED BOUNDARIES | | | | |
|---|---|---|---|---|
| No. | CHORD BEARING | CHORD DISTANCE | ARC | RADIUS |
| (1) | 326°30'30" | 2.815 | 2.815 | 115 |
| (2) | 332°15'30" | 11.96 | 11.975 | 68 |
| (3) | 23°51'40" | 4 | 4 | 68 |
| (4) | 64°21'20" | 6.93 | 6.935 | 68 |
| (5) | 244°56'30" | 4.075 | 4.075 | 50 |
| (6) | 99°15'40" | 2.53 | 2.53 | 97 |

(M) LAND EXCLUDES MINERALS BK.1244 NO.971
(N) RESERVATIONS & CONDITIONS IN THE CROWN GRANTS

LP – DENOTES LINE PEG PLACED

(A) – EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE

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

Plan Drawing only to appear in in this space

SURVEYOR'S REFERENCE: F:/90_04_3/DP STAGE 3

Req:R296274 /Doc:DP 1082128 P /Rev:04-Sep-2015 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:2 of 4
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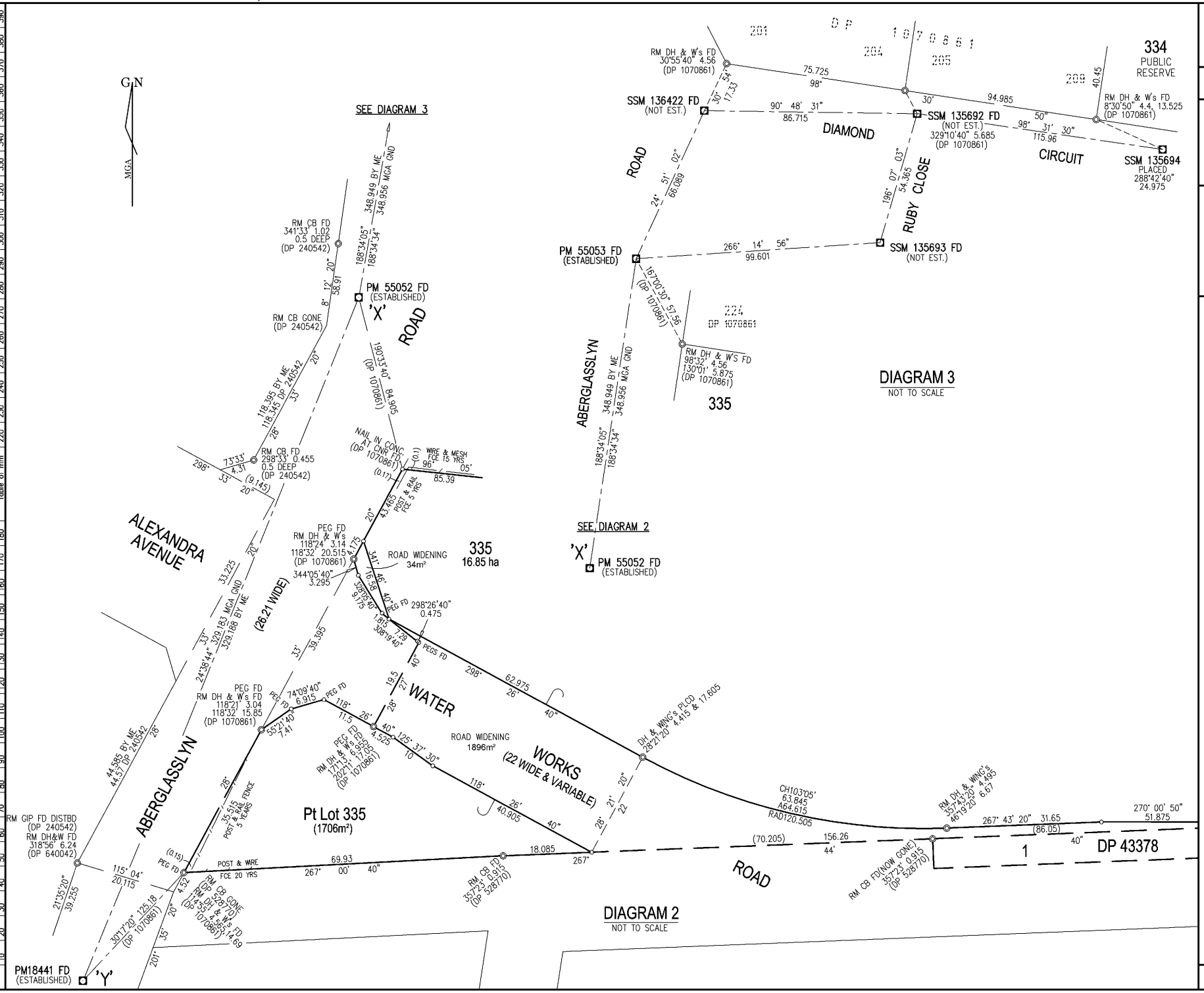
DP1082128

PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | ePlan




DP1082128

| | |
|---|---|
| Registered: | 2.6.2005 |

This is sheet 3 of my plan in 3 sheets dated

SEE SIGNATURES FORM

Surveyor registered under Surveying Act 2002

This is sheet of the plan of sheets sheets covered by Subdivision certificate No. of

SEE SIGNATURES FORM

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio NOT TO SCALE

* OFFICE USE ONLY

Plan Drawing only to appear in in this space

SURVEYOR'S REFERENCE: F:/90_04_3/DP STAGE 3

Req:R296274 /Doc:DP 1082128 P /Rev:04-Sep-2015 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:3 of 4 /Src:InfoTrack /Ref:250775
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Req:R296274 /Doc:DP 1082128 P /Rev:04-Sep-2015 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:4 of 4
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ePlan

# CERTIFICATES, SIGNATURES AND SEALS



**SUBDIVISION OF LOT 1000 DP1078727 AND LOT 1 DP 43378**

*

# DP1082128

*

**Registered:** 2.6.2005

* OFFICE USE ONLY

## 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: 11th 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

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: ..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 (1930m²), 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.

TECARA PTY. LIMITED A.C.N. 003 789 231
Common Seal

W Lantry
Director
Director.

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

*SURVEYOR'S REFERENCE: 90 / 04/3*

Req:R296265 /Doc:DP 1157716 P /Rev:04-Sep-2015 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:1 of 4
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DP1157716

(J) BENEFITED BY EASEMENT TO DRAIN WATER 2.5 WIDE - DP1070861
(K) BENEFITED BY EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE - DP1082128

MGA NORTH

DIAMOND ROAD (18 WIDE)
CIRCUIT
STREET
RUBY ROAD (17 WIDE)
SAPPHIRE DRIVE (17 WIDE)
OPAL ROAD (17 WIDE)
ABERGLASSLYN ROAD (26.21 WIDE)

SSM 136422 FD
SSM 135692 FD
SSM 135694 FD
SSM 135698 FD
SSM 135693 FD
PM 55053 FD
SSM 119654

DP 1070861
DP 1149265
DP 1149810
SP 79130

| Lot | Area |
|---|---|
| 1 | |
| 2 | |
| 3 | |
| 4 | 923m² |
| 5 | 813.6m² |
| 6 | 741m² |
| 7 | 667.3m² |
| 8 | 624.1m² |
| 9 | 668.6m² |
| 10 | 670.9m² |
| 11 | 666.2m² |
| 12 | 717.0m² |
| 13 | 945.3m² |
| 14 | 599.5m² |
| 15 | 589.8m² |
| 16 | 752.5m² |
| 17 | 767.2m² |
| 18 | 686.5m² |
| 19 | 773.3m² |
| 20 | 15.54 Ha BY DED'N |

SEE SHEET 2

B ~ POSITIVE COVENANT 20 WIDE & VARIABLE
C ~ RESTRICTION ON THE USE OF LAND 20 WIDE & VARIABLE
D ~ EASEMENT FOR THE DRAINAGE OF WATER 1.5 WIDE

F ~ RIGHT OF ACCESS 3.0 WIDE
G ~ POSITIVE COVENANT 20 WIDE & VARIABLE (DP1149265)
H ~ RESTRICTION ON THE USE OF LAND 20 WIDE & VARIABLE (DP1149265)

Short Lines & Arcs

| No. | Bearing | Distance | Arc | Radius |
|---|---|---|---|---|
| 1 | 162° 39' 29" | 5.692 | 5.729 | 14.50 |
| 2 | 350° 14' 44" | 9.724 | 9.891 | 15.50 |
| 3 | 34° 44' 32" | 5.830 | 5.870 | 14.50 |
| 4 | 206° 28' 53" | 9.569 | 9.728 | 15.50 |
| 5 | 144° 36' 44" | 10.895 | 12.012 | 7.93 |
| 6 | 286° 46' 58" | 12.152 | 12.168 | 68.50 |
| 7 | 299° 11' 56" | 17.472 | 17.520 | 68.50 |
| 8 | 307° 09' 13" | 1.500 | 1.501 | 68.50 |
| 9 | 260° 49' 40" | 3.822 | | |
| 10 | 33° 40' 01" | 0.378 | 0.378 | 51.00 |
| 11 | 21° 29' 53" | 21.120 | 21.274 | 51.00 |
| 12 | 189° 32' 55" | 3.000 | | |
| 13 | 189° 32' 55" | 3.000 | | |
| 14 | 1° 55' 05" | 3.491 | | |
| 15 | 147° 28' 40" | 4.162 | | |
| 16 | 291° 29' 22" | 14.331 | 14.357 | 68.50 |

Short Lines & Arcs

| No. | Bearing | Distance | Arc | Radius |
|---|---|---|---|---|
| 17 | 291° 28' 43" | 10.755 | 10.775 | 51.50 |
| 18 | 242° 30' 20" | 4.097 | | |
| 19 | 27° 17' 24" | 15.592 | 15.626 | 68.00 |
| 20 | 174° 56' 35" | 4.356 | | |
| 21 | 324° 12' 03" | 16.739 | 16.781 | 68.50 |
| 23 | 319° 27' 42" | 20.992 | 21.140 | 51.50 |
| 24 | 293° 09' 02" | 26.013 | 26.298 | 51.50 |
| 25 | 99° 32' 45" | 2.652 | | |
| 26 | 1° 45' 45" | 3.440 | | |
| 27 | 37° 13' 45" | 2.926 | | |
| 28 | 200° 27' 05" | 12.937 | 13.410 | 14.49 |
| 29 | 27° 44' 43" | 10.205 | 10.399 | 15.50 |
| 30 | 169° 18' 33" | 10.205 | 10.399 | 15.50 |
| 31 | 356° 38' 33" | 12.961 | 13.436 | 14.50 |
| 22 | 151° 13' 10" | 0.157 | | |

Surveyor: Gregory John Smith
Date of Survey: 22/9/2010
Surveyors Ref: 29916

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

LGA: ~~CESSNOCK~~ MAITLAND
Locality: RUTHERFORD
Subdivision No: 072099
LENGTHS ARE IN METERS. REDUCTION RATIO 1: 600

Registered 18.3.2011

DP1157716

VARIOUS AMENDMENTS - SEE 2011/750 25.5.2011

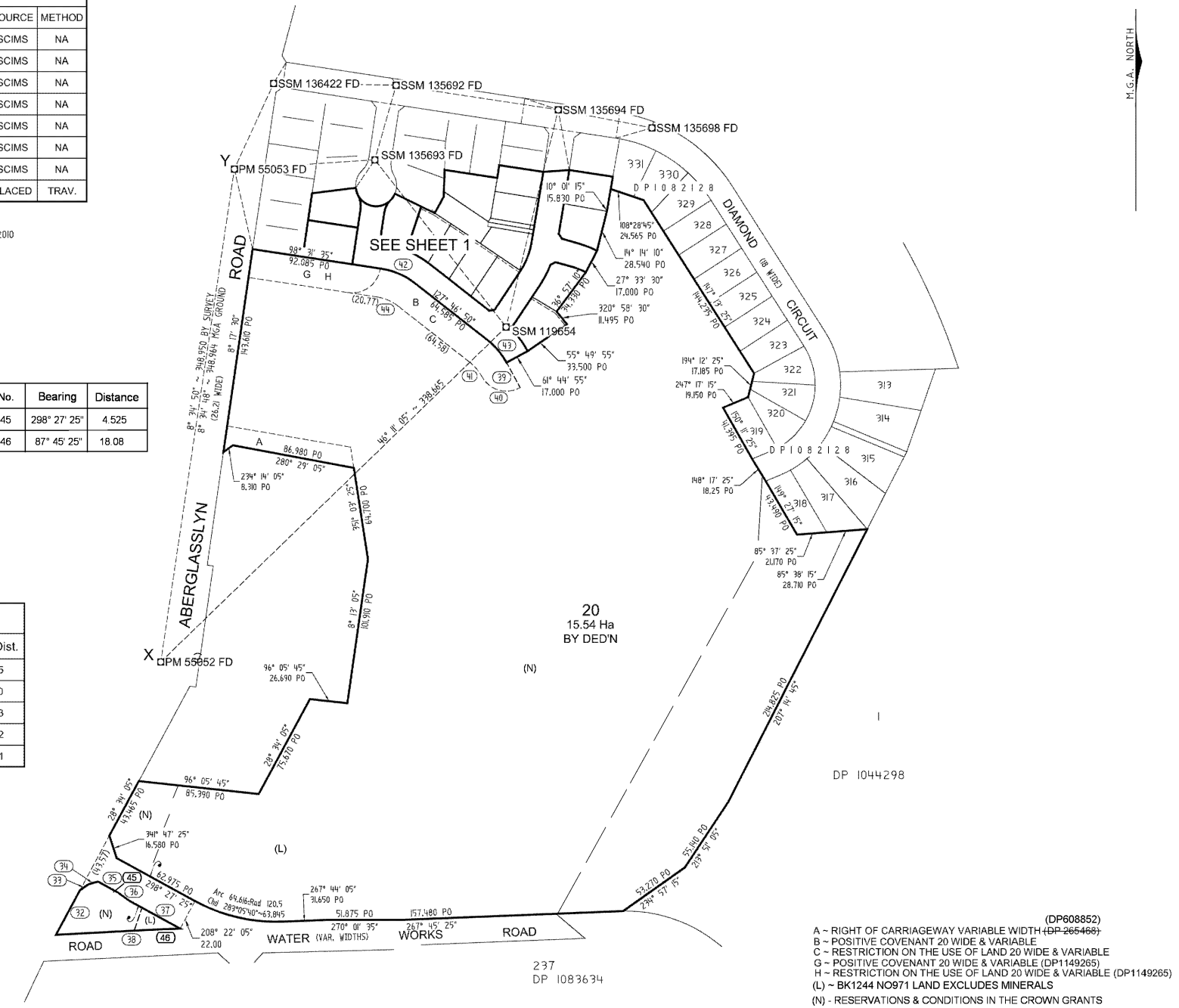
SURVEYING REGULATION 2006 CLAUSE 61(2)
ZONE 56 MGA COORDINATES

| MARK | EASTING | NORTHING | CLASS | ORDER | SOURCE | METHOD |
|---|---|---|---|---|---|---|
| PM 55052 FD | 362977.908 | 6379469.833 | B | 2 | SCIMS | NA |
| PM 55053 FD | 363029.962 | 6379814.831 | B | 2 | SCIMS | NA |
| SSM 135692 FD | 363144.428 | 6379873.551 | C | 4 | SCIMS | NA |
| SSM 135693 FD | 363129.332 | 6379821.333 | C | 4 | SCIMS | NA |
| SSM 135694 FD | 363259.083 | 6379856.348 | C | 4 | SCIMS | NA |
| SSM 135698 FD | 363325.400 | 6379843.698 | C | 4 | SCIMS | NA |
| SSM 136422 FD | 363057.738 | 6379874.785 | C | 4 | SCIMS | NA |
| SSM 119654 | 363222.243 | 6379704.274 | C | NA | PLACED | TRAV. |

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM N.S.W. LAND & INFORMATION CENTRE DATED 30/9/2010
COMBINED SCALE FACTOR : 0.9998227

| Short Line Table | | | | | |
|---|---|---|---|---|---|
| No. | Bearing | Distance | No. | Bearing | Distance |
| 32 | 208° 34' 20" | 35.510 | 45 | 298° 27' 25" | 4.525 |
| 33 | 235° 22' 25" | 7.405 | 46 | 87° 45' 25" | 18.08 |
| 34 | 254° 10' 25" | 6.915 | | | |
| 35 | 298° 27' 25" | 11.500 | | | |
| 36 | 305° 38' 15" | 10.000 | | | |
| 37 | 298° 27' 25" | 40.895 | | | |
| 38 | 87° 01' 25" | 69.930 | | | |
| 39 | 151° 13' 10" | 20.000 | | | |

| Curve Table | | | | |
|---|---|---|---|---|
| No. | Arc | Radius | Bearing | Chord Dist. |
| 40 | 31.418 | 20.00 | 106°13'10" | 28.285 |
| 41 | 12.931 | 31.50 | 319°27'40" | 12.840 |
| 42 | 26.298 | 51.50 | 113°09'00" | 26.013 |
| 43 | 21.138 | 51.85 | 139°27'40" | 20.992 |
| 44 | 16.085 | 31.50 | 293°09'10" | 15.911 |




(DP608852)
A ~ RIGHT OF CARRIAGEWAY VARIABLE WIDTH ~~(DP 265468)~~
B ~ POSITIVE COVENANT 20 WIDE & VARIABLE
C ~ RESTRICTION ON THE USE OF LAND 20 WIDE & VARIABLE
G ~ POSITIVE COVENANT 20 WIDE & VARIABLE (DP1149265)
H ~ RESTRICTION ON THE USE OF LAND 20 WIDE & VARIABLE (DP1149265)
(L) ~ BK1244 NO971 LAND EXCLUDES MINERALS
(N) - RESERVATIONS & CONDITIONS IN THE CROWN GRANTS

| | | | |
|---|---|---|---|
| Surveyor: Gregory John Smith<br>Date of Survey: 22/9/2010<br>Surveyors Ref: 29916 | PLAN OF<br>SUBDIVISION OF LOTS 335 D.P.1082128<br>& LOTS 215-217 D.P. 1070861 | LGA: ~~CESSNOCK~~ MAITLAND<br>Locality: RUTHERFORD<br>Subdivision No: 072099<br>LENGTHS ARE IN METERS. REDUCTION RATIO 1:2000 | Registered<br>18.3.2011 | DP1157716 |

DESIGNATION & NOTATION (N) ADDED VIDE 2015-1081 4.9.2015
DESIGNATION (L) ADDED & BROKEN LINE EXTENDED ON THE SOUTHWEST BOUNDARY OF LOT 20 VIDE 2012-1292 21.11.2012
SHORT LINE NO.'S 45 & 46 ADDED AND LGA AMENDED - SEE 2011/750 25.5.2011

DP1157716
Req:R296265 /Doc:DP 1157716 P /Rev:04-Sep-2015 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:2 of 4
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Req:R296265 /Doc:DP 1157716 P /Rev:04-Sep-2015 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:3 of 4
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PLAN FORM 6 WARNING: Creasing or folding will lead to rejection ePlan

# DEPOSITED PLAN ADMINISTRATION SHEET



* OFFICE USE ONLY

*

# DP1157716

*

Registered: 18.3.2011

Title System: TORRENS

Purpose: SUBDIVISION

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

PLAN OF

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

| | |
|---|---|
| LGA: | **MAITLAND** |
| Locality: | **RUTHERFORD** |
| Parish: | **MAITLAND** |
| County: | **NORTHUMBERLAND** |

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 2099

* Delete whichever is inapplicable.

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***

Req:R296265 /Doc:DP 1157716 P /Rev:04-Sep-2015 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:4 of 4
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PLAN FORM 6A (Annexure Sheet) **WARNING: Creasing or folding will lead to rejection** ePlan

## DEPOSITED PLAN ADMINISTRATION SHEET



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

* DP1157716

* **Registered:** 18.3.2011

* OFFICE USE ONLY

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

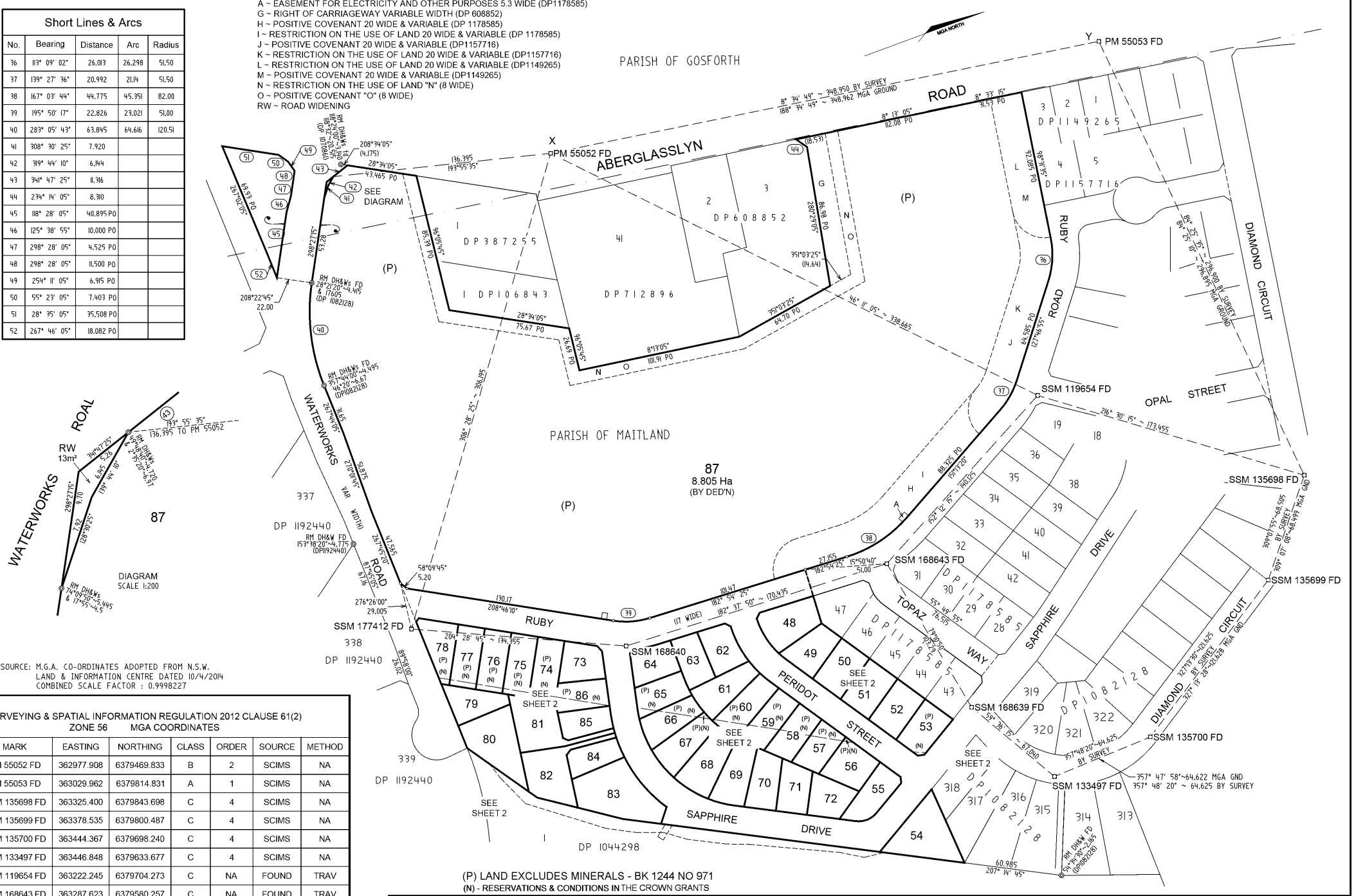
| | |
|---|---|
| Allen Clarke | W Lantry |
| Full Name: (print) ALLEN CLARKE. | W. LANTRY |
| Position held: Director | Secretary/Director |

*SURVEYOR'S REFERENCE:* ***29916***

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 2 sheets

A ~ EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE (DP1178585)
G ~ RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 608852)
H ~ POSITIVE COVENANT 20 WIDE & VARIABLE (DP 1178585)
I ~ RESTRICTION ON THE USE OF LAND 20 WIDE & VARIABLE (DP 1178585)
J ~ POSITIVE COVENANT 20 WIDE & VARIABLE (DP1157716)
K ~ RESTRICTION ON THE USE OF LAND 20 WIDE & VARIABLE (DP1157716)
L ~ RESTRICTION ON THE USE OF LAND 20 WIDE & VARIABLE (DP1149265)
M ~ POSITIVE COVENANT 20 WIDE & VARIABLE (DP1149265)
N ~ RESTRICTION ON THE USE OF LAND "N" (8 WIDE)
O ~ POSITIVE COVENANT "O" (8 WIDE)
RW ~ ROAD WIDENING

| Short Lines & Arcs | | | | |
|---|---|---|---|---|
| No. | Bearing | Distance | Arc | Radius |
| 36 | 113° 09' 02" | 26.013 | 26.298 | 51.50 |
| 37 | 139° 27' 36" | 20.992 | 21.14 | 51.50 |
| 38 | 167° 03' 44" | 44.775 | 45.351 | 82.00 |
| 39 | 195° 50' 17" | 22.826 | 23.021 | 51.00 |
| 40 | 283° 05' 43" | 63.845 | 64.616 | 120.51 |
| 41 | 308° 30' 25" | 7.920 | | |
| 42 | 319° 44' 10" | 6.144 | | |
| 43 | 341° 47' 25" | 11.316 | | |
| 44 | 234° 14' 05" | 8.310 | | |
| 45 | 118° 28' 05" | 40.895 PO | | |
| 46 | 125° 38' 55" | 10.000 PO | | |
| 47 | 298° 28' 05" | 4.525 PO | | |
| 48 | 298° 28' 05" | 11.500 PO | | |
| 49 | 254° 11' 05" | 6.915 PO | | |
| 50 | 55° 23' 05" | 7.403 PO | | |
| 51 | 28° 35' 05" | 35.508 PO | | |
| 52 | 267° 46' 05" | 18.082 PO | | |




SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM N.S.W. LAND & INFORMATION CENTRE DATED 10/4/2014 COMBINED SCALE FACTOR : 0.9998227

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)
ZONE 56 MGA COORDINATES

| MARK | EASTING | NORTHING | CLASS | ORDER | SOURCE | METHOD |
|---|---|---|---|---|---|---|
| PM 55052 FD | 362977.908 | 6379469.833 | B | 2 | SCIMS | NA |
| PM 55053 FD | 363029.962 | 6379814.831 | A | 1 | SCIMS | NA |
| SSM 135698 FD | 363325.400 | 6379843.698 | C | 4 | SCIMS | NA |
| SSM 135699 FD | 363378.535 | 6379800.487 | C | 4 | SCIMS | NA |
| SSM 135700 FD | 363444.367 | 6379698.240 | C | 4 | SCIMS | NA |
| SSM 133497 FD | 363446.848 | 6379633.677 | C | 4 | SCIMS | NA |
| SSM 119654 FD | 363222.245 | 6379704.273 | C | NA | FOUND | TRAV |
| SSM 168643 FD | 363287.623 | 6379580.257 | C | NA | FOUND | TRAV |
| SSM 168639 FD | 363389.008 | 6379599.713 | C | NA | FOUND | TRAV |
| SSM 168640 | 363279.751 | 6379410.102 | C | NA | PLACED | TRAV |
| SSM 177412 FD | 363224.088 | 6379287.845 | C | NA | FOUND | TRAV |

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

| | | | |
|---|---|---|---|
| Surveyor: Gregory John Smith<br>Date of Survey: 10/4/2014<br>Surveyors Ref: 31037 2014M7100 (886) Partial Survey | PLAN OF<br>SUBDIVISION OF LOT 48 DP 1178585<br>& EASEMENTS OVER LOT 1 DP 1044298 | LGA: MAITLAND<br>Locality: RUTHERFORD<br>Subdivision No: 072099<br>LENGTHS ARE IN METERS. REDUCTION RATIO 1:1500 | Registered<br>23.7.2014 | DP1197857 E |

DESIGNATION (P) & (N) & NOTATION (N) ADDED VIDE 2015-1081 4.9.2015

Req:R296266 /Doc:DP 1197857 P /Rev:04-Sep-2015 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:1 of 6
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PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 2 of 2 sheets

| Short Lines & Arcs | | | | |
|---|---|---|---|---|
| No. | Bearing | Distance | Arc | Radius |
| 1 | 315° 49' 15" | 4.107 | | |
| 2 | 257° 19' 56" | 25.491 | 25.773 | 50.20 |
| 3 | 239° 13' 43" | 5.947 | 5.951 | 50.20 |
| 4 | 192° 38' 35" | 4.083 | | |
| 5 | 283° 20' 55" | 3.787 | | |
| 6 | 239° 24' 30" | 8.382 | 8.388 | 67.20 |
| 7 | 247° 18' 25" | 10.131 | 10.140 | 67.20 |
| 8 | 262° 02' 00" | 24.269 | 24.403 | 67.20 |
| 9 | 227° 20' 25" | 3.999 | | |
| 10 | 89° 38' 45" | 4.225 | | |
| 11 | 86° 03' 19" | 8.767 | 8.773 | 70.00 |
| 12 | 84° 40' 24" | 12.135 | 12.150 | 70.00 |
| 13 | 72° 46' 00" | 23.584 | 23.697 | 70.00 |
| 14 | 74° 23' 36" | 12.951 | 12.969 | 70.00 |
| 15 | 64° 09' 56" | 12.007 | 12.021 | 70.00 |
| 16 | 55° 18' 59" | 18.884 | 18.942 | 70.00 |
| 17 | 53° 24' 18" | 14.247 | 14.272 | 70.00 |
| 18 | 45° 18' 24" | 5.515 | 5.516 | 70.00 |
| 19 | 358° 33' 28" | 13.917 | 14.516 | 14.50 |

| Short Lines & Arcs | | | | |
|---|---|---|---|---|
| No. | Bearing | Distance | Arc | Radius |
| 20 | 34° 11' 51" | 16.946 | 16.987 | 70.00 |
| 21 | 51° 28' 51" | 25.107 | 25.244 | 70.00 |
| 22 | 70° 47' 20" | 21.845 | 21.935 | 70.00 |
| 23 | 88° 13' 38" | 20.600 | 20.675 | 70.00 |
| 24 | 99° 24' 24" | 6.638 | 6.641 | 70.00 |
| 25 | 69° 29' 57" | 40.471 | 40.845 | 87.00 |
| 26 | 87° 16' 28" | 13.123 | 13.136 | 87.00 |
| 27 | 92° 35' 19" | 3.003 | 3.003 | 87.00 |
| 28 | 94° 33' 56" | 3.000 | 3.000 | 87.00 |
| 29 | 98° 50' 20" | 9.972 | 9.978 | 87.00 |
| 30 | 65° 25' 45" | 4.493 | | |
| 31 | 44° 11' 45" | 3.559 | | |
| 32 | 327° 01' 10" | 4.153 | | |
| 33 | 102° 07' 30" | 4.016 | | |
| 34 | 328° 15' 45" | 2.759 | | |
| 35 | 208° 46' 10" | 5.000 | | |
| 53 | 189° 20' 21" | 15.236 | 15.269 | 68.00 |
| 54 | 149° 32' 15" | 3.790 | | |

SEE SHEET 1

87
8.805 Ha

MGA NORTH

SSM 168643

TOPAZ WAY (17 WIDE)

DRIVE (VAR WIDTH)

DP 1178585

DP 1082128

SSM 168639

DIAMOND CIRC (18 WIDE)

SSM 133497

ROAD (17 WIDE)

PERIDOT STREET (17 WIDE)

SAPPHIRE (17 WIDE)

RUBY ROAD (VAR WIDTH)

WATERWORKS ROAD (VAR WIDTH)

SSM 168640

SSM 177412

RM SSM 177415

48 827.6m²
49 648.1m²
50 666.5m²
51 666.5m²
52 658.7m²
53 632.1m² (P) (N)
54 1133m²
55 652.5m²
56 675.2m²
57 558.4m²
58 606.6m²
59 (N) 651.1m² (P) (N)
60 697.8m²
61 702.6m²
62 600.3m²
63 572m²
64 605.8m²
65 587.5m² (P) (N)
66 639.4m² (P) (N)
67 702.3m²
68 830.8m²
69 728.9m²
70 639.8m²
71 586.7m²
72 600.4m²
73 601.4m²
74 636.2m² (P)
75 636.2m² (P)
76 636.2m² (P) (N)
77 634.2m² (P) (N)
78 620.2m² (P)
79 610.6m²
80 1141m²
81 1005m²
82 1012m²
83 1433m²
84 518.3m²
85 513.6m²
86 565m²

DP 1192440 338
DP 1192440 339
DP 1044298

'SEE DETAIL' Arc 23.028Rad 51.0 Chd 15°50'20"~22.826

'DETAIL'
SCALE 1:200

B ~ EASEMENT FOR BATTER VARIABLE WIDTH
C ~ EASEMENT FOR DRAINAGE OF WATER 4 WIDE
D ~ EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
E ~ EASEMENT FOR ELECTRICTY AND OTHER PURPOSES 3.3 WIDE
F ~ RIGHT OF ACCESS & EASEMENT FOR SERVICES 3.0 WIDE
H ~ POSITIVE COVENANT 20 WIDE & VARIABLE (DP 1178585)
I ~ RESTRICTION ON THE USE OF LAND 20 WIDE & VARIABLE (DP 1178585)

(N) - RESERVATIONS & CONDITIONS IN THE CROWN GRANTS
(P) - LAND EXCLUDES MINERALS BK.1244 NO.971

| | | | | |
|---|---|---|---|---|
| Surveyor: Gregory John Smith<br>Date of Survey: 10/4/2014<br>Surveyors Ref: 31037 2014M7100 (886) Partial Survey | PLAN OF<br>SUBDIVISION OF LOT 48 DP 1178585<br>& EASEMENTS OVER LOT 1 DP 1044298 | LGA: MAITLAND<br>Locality: RUTHERFORD<br>Subdivision No: 072099<br>LENGTHS ARE IN METERS. REDUCTION RATIO 1:750 | Registered<br>23.7.2014 | DP1197857 |

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DESIGNATION & NOTATION (N) & (P) ADDED VIDE 2015-1081 4.9.2015

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PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection ePlan

# DEPOSITED PLAN ADMINISTRATION SHEET



Office Use Only

Registered: 23.7.2014

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1197857

**PLAN OF**
**SUBDIVISION OF LOT 48 DP 1178585 & EASEMENTS OVER LOT 1 DP1044298**

LGA: **MAITLAND**

Locality: **RUTHERFORD**

Parish: **MAITLAND & GOSFORTH**

County: **NORTHUMBERLAND**

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

I, Leanne Harris

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

Signature: Leanne Harris

~~Accreditation number~~:

Consent Authority: Maitland City Council

Date of endorsement: 24.6.14

Subdivision Certificate number: 072099

File number: DA07 2099

*Strike through if inapplicable.

## Survey Certificate

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:

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

*(b) The part of the land shown in the plan (excluding LOT 87) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 10TH APRIL, 2014 the part not surveyed was compiled in accordance with that Regulation.

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

Signature: ..... Dated: 27/6/14

Surveyor ID: **2001**

Datum Line: **X-Y**

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating

.*Strike through if inapplicable.

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

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

IT IS INTENDED TO DEDICATE PERIDOT STREET, THE EXTENSIONS OF RUBY ROAD & SAPPHIRE DRIVE & THE ROAD WIDENING TO WATERWORKS ROAD AS PUBLIC ROAD

Plans used in the preparation of survey

DP 1178585

DP 1044298

DP 1082128

DP 1083634

DP 1192440

DP 608852

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: **31037** 2014\7100 (886) PARTIAL SURVEY

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

# DEPOSITED PLAN ADMINISTRATION SHEET



Office Use Only

**Registered:** 23.7.2014

Office Use Only

# DP1197857

**PLAN OF**
**SUBDIVISION OF LOT 48 DP 1178585 & EASEMENTS OVER LOT 1 DP1044298**

Subdivision Certificate number: 072099

Date of Endorsement: 24.6.14

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

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

| Lot | Street Number | Street name | Street type | Locality |
|---|---|---|---|---|
| 48 | 1 | PERIDOT | STREET | RUTHERFORD |
| 49 | 3 | PERIDOT | STREET | RUTHERFORD |
| 50 | 5 | PERIDOT | STREET | RUTHERFORD |
| 51 | 7 | PERIDOT | STREET | RUTHERFORD |
| 52 | 9 | PERIDOT | STREET | RUTHERFORD |
| 53 | 11 | PERIDOT | STREET | RUTHERFORD |
| 54 | 23 | SAPPHIRE | DRIVE | RUTHERFORD |
| 55 | 16 | PERIDOT | STREET | RUTHERFORD |
| 56 | 14 | PERIDOT | STREET | RUTHERFORD |
| 57 | 12 | PERIDOT | STREET | RUTHERFORD |
| 58 | 10 | PERIDOT | STREET | RUTHERFORD |
| 59 | 8 | PERIDOT | STREET | RUTHERFORD |
| 60 | 6 | PERIDOT | STREET | RUTHERFORD |
| 61 | 4 | PERIDOT | STREET | RUTHERFORD |
| 62 | 2 | PERIDOT | STREET | RUTHERFORD |
| 63 | 38 | RUBY | ROAD | RUTHERFORD |
| 64 | 40 | RUBY | ROAD | RUTHERFORD |
| 65 | 38 | SAPPHIRE | DRIVE | RUTHERFORD |
| 66 | 36 | SAPPHIRE | DRIVE | RUTHERFORD |
| 67 | 34 | SAPPHIRE | DRIVE | RUTHERFORD |
| 68 | 32 | SAPPHIRE | DRIVE | RUTHERFORD |
| 69 | 30 | SAPPHIRE | DRIVE | RUTHERFORD |
| 70 | 28 | SAPPHIRE | DRIVE | RUTHERFORD |
| 71 | 26 | SAPPHIRE | DRIVE | RUTHERFORD |
| 72 | 24 | SAPPHIRE | DRIVE | RUTHERFORD |
| 73 | 47 | SAPPHIRE | DRIVE | RUTHERFORD |
| 74 | 44 | RUBY | ROAD | RUTHERFORD |
| 75 | 46 | RUBY | ROAD | RUTHERFORD |
| | | | | |

If space is insufficient use additional annexure sheet

Surveyor's Reference: **31037**

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## DEPOSITED PLAN ADMINISTRATION SHEET



Office Use Only

**Registered:** 23.7.2014

Office Use Only

# DP1197857

**PLAN OF**
**SUBDIVISION OF LOT 48 DP 1178585 & EASEMENTS OVER LOT 1 DP1044298**

Subdivision Certificate number: 072099

Date of Endorsement: 24.6.14

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

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

| Lot | Street Number | Street name | Street type | Locality |
|---|---|---|---|---|
| 76 | 48 | RUBY | ROAD | RUTHERFORD |
| 77 | 50 | RUBY | ROAD | RUTHERFORD |
| 78 | 52 | RUBY | ROAD | RUTHERFORD |
| 79 | 29 | WATERWORKS | ROAD | RUTHERFORD |
| 80 | 31 | WATERWORKS | ROAD | RUTHERFORD |
| 81 | 41 | SAPPHIRE | DRIVE | RUTHERFORD |
| 82 | 39 | SAPPHIRE | DRIVE | RUTHERFORD |
| 83 | 35 | SAPPHIRE | DRIVE | RUTHERFORD |
| 84 | 37 | SAPPHIRE | DRIVE | RUTHERFORD |
| 85 | 43 | SAPPHIRE | DRIVE | RUTHERFORD |
| 86 | 45 | SAPPHIRE | DRIVE | RUTHERFORD |
| 87 | 1 | WATERWORKS | ROAD | RUTHERFORD |

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

1. Easement for Batter variable width
2. Easement for Drainage of Water 4 wide
3. Easement for drainage of water 1.5 wide
4. Right of Access & Easement for Services 3.0 wide
5. Restriction on the use of land
6. Easement for electricity and other purposes 3.3 wide
7. Restriction on the use of land
8. Restriction on the use of land "N" (8 WIDE)
9. Positive Covenant "O" (8 WIDE)

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

| | | |
|---|---|---|
| Full Name: (print) | ALLEN CLARKE | WILLIAM LANDRY |
| Position held: | DIRECTOR | DIRECTOR |

If space is insufficient use additional annexure sheet

Surveyor's Reference: **31037**

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

## DEPOSITED PLAN ADMINISTRATION SHEET



Office Use Only

**Registered:** 23.7.2014

Office Use Only

# DP1197857

**PLAN OF**
**SUBDIVISION OF LOT 48 DP 1178585 & EASEMENTS OVER LOT 1 DP1044298**

Subdivision Certificate number: 072099

Date of Endorsement: 24-6-2014

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

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

Executed for & on behalf of **Maitland City Council** being the registered owner of Lot 1 DP 1044298 granting the easements numbered 1 and 2 in the plan in the presence of.

(Signature) _____

Full Name: DAVID EVANS
(print)

Position held: GENERAL MANAGER

(Signature) _____

Full Name: _____
(print)

Position held: _____

If space is insufficient use additional annexure sheet

Surveyor's Reference: **31037**

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ePlan

# 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



Plan: Plan of Subdivision of

Lot 1000 DP 1078727
Covered by Council Certificate No.

DP1082128

Full name and address of Proprietors of the land:

Tecara 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 | 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 |
| | | 307 | 308, 309, 310, 311, 312, 313, 314, 315, 316, 317 |

W L. C

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# 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



Plan: Plan of Subdivision of

DP1082128

Lot 1000 DP 1078727
Covered by Council Certificate No.

| 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.L.C

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# 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



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 | 329<br>330<br>331 | 328, 327<br>329, 328, 327<br>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.

bw LP

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# 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



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:<br>(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<br>(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 @

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# 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



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 Q

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# 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



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 whilstever 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 P

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ePlan

# 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



Plan: Plan of Subdivision of

DP1082128

Lot 1000 DP 1078727
Covered by Council Certificate No.

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 Lawry
.....
Director

.....
Secretary DIRECTOR

TECARA PTY. LIMITED A.C.N. 003 789 231
Common Seal

REGISTERED 2.6.2005

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ePlan

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



Plan:

# DP1157716

Subdivision covered by subdivision Certificate No. 072099
Dated 15th 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<br>8<br>9<br>10<br>19 | 6<br>6-7<br>6-8<br>6-9<br>20 |
| **4** | Restriction on the use of land | 4-19 | every other lot except 20 |
| **5** | Right of access 3.0 wide | 12<br>13 | 13<br>12 |

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ePlan

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



Plan:

DP1157716

Subdivision covered by subdivision Certificate No. 072099
Dated 15th 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.

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



Plan:
DP1157716

Subdivision covered by subdivision Certificate No. 072099
Dated 15th 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-subdivison 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 Pt 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

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



Plan:

DP1157716

Subdivision covered by subdivision Certificate No. 072099
Dated 15th 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 whilstever 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.

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



Plan:

DP1157716

Subdivision covered by subdivision Certificate No. 072099 dated 15TH FEB, 2011 of Lot 335 D.P. 1082128 & Lots 215-217 DP1070861

**PART 2 (continued)**

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

Allen Blanche ×

Full Name: ALLEN CLANCHE.
(print)
Position held: Director

W Lantry ×

W. LANTRY
Secretary/Director

Authorised officer
Maitland City Council

REGISTERED 18.3.2011

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



Plan: DP1197857

Subdivision covered by subdivision Certificate No. 072099
Dated 24/6/2014
of Lot 48 D.P. 1178585
and easements over Lot 1 DP 1044298.

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** | Easement for Batter variable width | 1/1044298 | Sapphire Drive<br>80, 82-83 |
| **2** | Easement for Drainage of Water 4 wide | 1/1044298 | Sapphire Drive |
| **3** | Easement for drainage of water 1.5 wide | 53<br>52<br>51<br>50<br>56<br>57<br>58<br>59<br>83<br>82<br>80 | 49-52<br>49-51<br>49-50<br>49<br>57-60<br>58-60<br>59-60<br>60<br>79-82<br>79-81<br>79 |
| **4** | Right of Access & Easement for Services 3.0 wide | 81<br>82 | 82<br>81 |
| **5** | Restriction on the use of land | each lot except 87 | every other lot except 87 |
| **6** | Easement for electricity and other purposes 3.3 wide | 87 | Ausgrid<br>ABN 67 505 337 385 |
| **7** | Restriction on the use of land | 54, 79, 80, 82 & 83 | Maitland City Council |
| **8** | Restriction on the use of land "N" (8 wide) | Part 87<br>(shown as "N") | Maitland City Council |
| **9** | Positive Covenant "O" (8 wide) | Part 87<br>(shown as "O") | Maitland City Council |

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



Plan: DP1197857

Subdivision covered by subdivision
Certificate No. 072099
dated 24-6-14
of Lot 48 D.P. 1178585
and easements over Lot 1 DP 1044298.

## PART 2 (Terms)

*The name of the person or authority whose consent is required to release vary or modify the easements numbered 1 - 3 in the plan is Maitland City Council*

### Terms of the easement numbered 4 in the plan

The easement shall have the meaning of both right of access and easement for services as defined in Schedule 8 of the Conveyancing Act 1919.

*The name of the authority whose consent is required to release vary or modify the easement numbered 4 in the plan is Maitland City Council*

### Terms of the Restriction numbered 5 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 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.

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-subdivison 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.

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



Plan: DP1197857

Subdivision covered by subdivision
Certificate No. 072099
dated 24-6-14
of Lot 48 D.P. 1178585
and easements over Lot 1 DP 1044298.

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 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 Pt 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 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 5 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*

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



Plan: DP1197857

Subdivision covered by subdivision Certificate No. 072099 dated 24-6-14 of Lot 48 D.P. 1178585 and easements over Lot 1 DP 1044298.

*created. These restrictions will otherwise cease after 10 years from the date of registration of the plan.*

**Terms of easement for electricity and other purposes numbered 6 on the plan.**

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

*Name of Authority empowered to release vary or modify Easement for Electricity & Other Purposes numbered 6 in the plan is Ausgrid (ABN: 67 505 337 385)*

**EXECUTED** for and on behalf of )
**AUSGRID** by: )
~~TREVOR MARK ARMSTRONG~~ )
Its duly constituted Attorney pursuant to ) ..... Attorney
Power of Attorney registered Book ~~4528~~ 764( )
No. ~~401~~ in the presence of: )
639 )

.....
Witness

KATHRYN ANN RAYNER
.....
Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

.....
Address of Witness

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



Plan: DP1197857

Subdivision covered by subdivision Certificate No. 072099 dated 24-6-14 of Lot 48 D.P. 1178585 and easements over Lot 1 DP 1044298.

**Terms of restriction on the use of land numbered 7 on the plan.**

No development is to carried out on the lot unless it is undertaken in accordance with the recommendation detailed within the Bushfire Report titled, *Bushfire Threat Assessment Report, Tecara Pty Ltd Section 96 Amendment- Asset Protection Zone extinguishment, Approved subdivision of Lot 48 DP11 78585 Rutherford*, prepared by Peak Land Management and dated August 2013.

*The name of the authority whose consent is required to release vary or modify the restriction numbered 7 in the plan is Maitland City Council*

**Terms of restriction on the use of land numbered 8 on the plan.**

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

*The name of the authority whose consent is required to release vary or modify the restriction numbered 8 in the plan is Maitland City Council.*

**Terms of positive covenant numbered 9 on the plan.**

The landscaped buffer within the area shown as 'O' on the plans shall be maintained in perpetuity by the registered proprietor of Lot 87. 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 authority whose consent is required to release vary or modify the covenant numbered 9 in the plan is Maitland City Council.*

Executed for & on behalf of **Maitland City Council** being the registered owner of Lot 1 DP 1044298 granting the easements numbered 1 and 2 in the plan and having the benefit of the restrictions on the use of land numbered 7 and 8 and the positive covenant numbered 9 in the plan in the presence of.

(Signature) _____

Full Name: (print) LEANNE HARRIS

Position held: COORD. DEVELOPMENT ASSESSMENT

(Signature) _____

Full Name: (print) DAVID EVANS

Position held: GENERAL MANAGER

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



Plan: DP1197857

Subdivision covered by subdivision
Certificate No. 072099
dated 24-6-14
of Lot 48 D.P. 1178585
and easements over Lot 1 DP 1044298.

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

Allen Clarke

Full Name: ALLEN CLARKE
(print)
Position held: Director

W Lantry

WILLIAM LANTRY
Director

REGISTERED 23.7.2014

Req:R296269 /Doc:DP 1270654 B /Rev:22-Feb-2021 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:1 of 6
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**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**



Plan **DP1270654**

Subdivision of Lot 9 D.P.1258061 and easement over Lot 8 DP1252599 covered by Subdivision Certificate No. 161340 Dated 15/2/2021

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

**Tecara Pty Ltd** ACN 003 789 231
'PHEONIX PARK'
PHEONIX PARK ROAD
**MORPETH NSW 2321**
**Penders Pty Ltd** ACN 050 564 728
Unit 15/172 Racecourse Road
**RUTHERFORD NSW 2320**

## 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 | 103 | 104, 105, 106 |
| | | 104 | 105, 106 |
| | | 105 | 106 |
| | | 107 | 108, 109 |
| | | 108 | 109 |
| | | 114 | 115, 116, 117 |
| | | 115 | 116, 117 |
| | | 116 | 117 |
| | | 119 | 114-117 inclusive |
| | | 8/1252599 | MAITLAND CITY COUNCIL |
| 2 | Easement for drainage of water 1.5 wide | 119 | MAITLAND CITY COUNCIL |

Initials x

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Plan DP1270654

Subdivision of Lot 9 D.P.1258061 and easement over Lot 8 DP1252599 covered by Subdivision Certificate No. 161340 Dated 15/2/2021

| 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 |
|---|---|---|---|
| **3** | Easement for drainage of water 2.5 wide | 89 | 2/608852, 3/608852 |
| | | 90 | 89, 2/608852, 3/608852 |
| | | 91 | 90, 89, 2/608852, 3/608852, 92, 93, 8/1252599 |
| | | 92 | 93, 8/1252599 |
| | | 93 | 8/1252599 |
| **4** | Easement for drainage of water variable width | 87 | 1/1239886, 2/1239886, 3/1239886 |
| **5** | Restriction on the use of land | Lot 85 – lot 118 inclusive | Every other lot 85 – lot 118 inclusive |
| **6** | Restriction on the use of land | 93 and 118 | MAITLAND CITY COUNCIL |
| **7** | Positive covenant | 85-93 inclusive | MAITLAND CITY COUNCIL |

**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 (DP1258061) (No.4) | 9/1258061 | MAITLAND CITY COUNCIL |
| **2** | Easement for drainage of water 1.5 wide (DP1252599) (No.2) Area to be released (H) | 9/1258061, 8/1252599 | MAITLAND CITY COUNCIL |

Initials x

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Plan **DP1270654**

Subdivision of Lot 9 D.P.1258061 and easement over Lot 8 DP1252599 covered by
Subdivision Certificate No.161340
Dated 15.02.2021

## PART 2 (Terms)

### Terms of easements numbered 1, 2, 3 and 4 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 empowered to release, vary or modify the easements numbered 1, 2, 3 and 4 is the lots burdened and benefitted, only with the consent of Maitland City Council.*

### Terms of the restriction numbered 5 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-subdivison 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.

Initials x_____

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Plan DP1270654

Subdivision of Lot 9 D.P.1258061 and easement over Lot 8 DP1252599 covered by Subdivision Certificate No. 161340 Dated 15/2/2021

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 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 empowered to release, vary or modify the Restrictions on the use of land numbered 5 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.*

**Terms of restriction numbered 6 in the plan**

Any application for a two-storey dwelling proposed to be construction on the burdened lots is to be supported by detailed acoustic modelling undertaken by a suitably qualified person to ensure the design of the respective dwelling satisfies the requirements of NSW Industrial Noise Policy.

*The name of the person or authority empowered to release, vary or modify the restriction numbered 6 is Maitland City Council.*

Initials x

Req:R296269 /Doc:DP 1270654 B /Rev:22-Feb-2021 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:5 of 6
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Plan **DP1270654**

Subdivision of Lot 9 D.P.1258061 and easement over Lot 8 DP1252599 covered by Subdivision Certificate No. 161340 Dated 15.02.2021

## Terms of positive covenant numbered 7 in the plan

The subject lot owner shall preserve and maintain the acoustic barrier in accordance with approved plans by ACM Landmark drawing 8721-7003 "Acoustic Wall Details".

*The name of the person or authority empowered to release, vary or modify the positive covenant numbered 7 is Maitland City Council.*

**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) _____

Full Name: BRETT GARDINER (print)

Position: COORDINATOR DEVELOPMENT ASSESSMENT

AUTHORISED OFFICER
Electronic signature of me, Brett Gardiner affixed by me or at my direction, on 15.02.2021

**Witnessed**

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

_____ (Signature of witness)

KAREN SCHRODER (Name of witness)

285 HIGH STREET MAITLAND (Address of witness)

WITNESS
Electronic signature of me, Karen Schroder affixed by me or at my direction, on 15.02.2021

Initials x_____

Req:R296269 /Doc:DP 1270654 B /Rev:22-Feb-2021 /NSW LRS /Pgs:ALL /Prt:21-Nov-2025 09:14 /Seq:6 of 6
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Plan **DP1270654**

Subdivision of Lot 9 D.P.1258061 and easement over Lot 8 DP1252599 covered by Subdivision Certificate No. 161340 Dated 15/2/2021

Executed ~~for & on behalf~~ **Tecara Pty Ltd** ACN 003 789 231 in ~~the presence of~~ by accordance with s127 of the Corporations Act 2001 (cth) in the presence of:

| | |
|---|---|
| Allen Clarke | Anthony Lanty |
| Full Name: (print) Allen CLARKE. | Alternate Director |
| Position held: (director/secretary) Director. | |

Executed ~~for & on behalf~~ **Penders Pty Ltd** ACN 050 564 728 in ~~the presence of~~ by accordance with s127 of the Corporations Act 2001 (cth) in the presence of:

| | |
|---|---|
| Matthew Clarke | Allen Clarke |
| Full Name: (print) MATTHEW CLARKE | Allen Clarke. |
| Position held: (director/secretary) Director | Director / Secretary |

REGISTERED 22/02/2021

I, _____ ~~confirm that I have reviewed and checked this 88B instrument.~~

x_____ (solicitor)

Initials x

maitland
city council

**Certificate No.: PC/2025/4279**
**Certificate Date:** 21/11/2025
**Fee Paid:** $71.00
**Receipt No.:** 2375270
**Your Reference:** 250775

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

| | |
|---|---|
| **APPLICANT:** | Infotrack Pty Ltd |
| | ecertificates@infotrack.com.au |
| **PROPERTY DESCRIPTION:** | 27 Tourmaline Drive RUTHERFORD NSW 2320 |
| **PARCEL NUMBER:** | 101303 |
| **LEGAL DESCRIPTION:** | Lot 91 DP 1270654 |

**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 or 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.

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

# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS

N
W E
S

*InfoTrack*

*27 TOURMALINE*

*RUTHERFORD NSW*

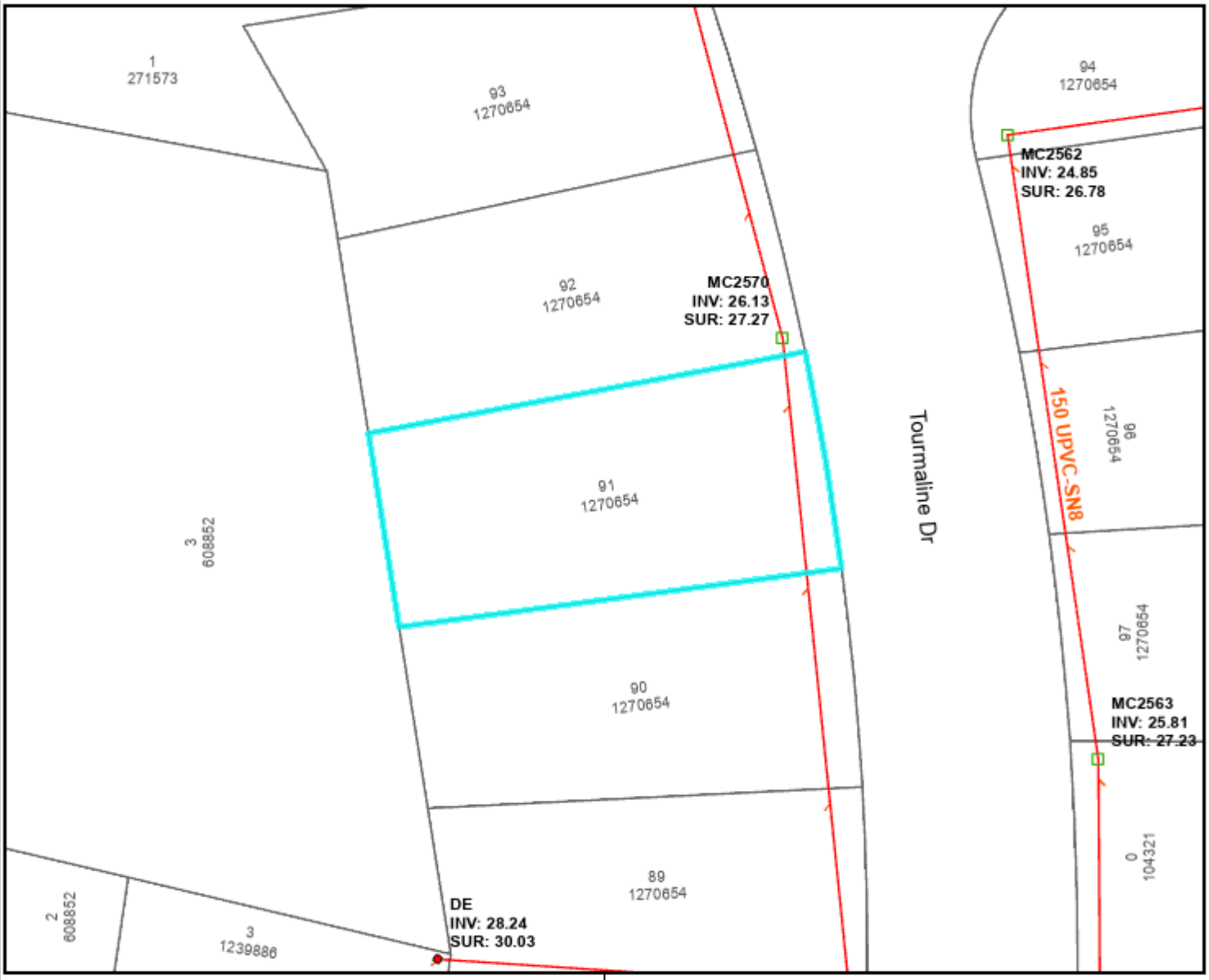
APPLICATION NO.: *2718006*

APPLICANT REF: *M 250775*

RATEABLE PREMISE NO.: *9999913233*

PROPERTY ADDRESS: *27 TOURMALINE DR RUTHERFORD 2320*

LOT/SECTION/DP:SP: *91//DP1270654*




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

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

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

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

Date: 21/11/2025

Scale at A4: 1:500

CADASTRAL DATA © NSW DCS Spatial Services
CONTOUR DATA © AAM
© NSW DPIE

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

**RESIDENTIAL PROPERTY REQUISITIONS ON TITLE**

Vendor:
Purchaser:
Property: 27 Tourmaline Drive, Rutherford NSW 2320
Dated:

---

**Possession and tenancies**

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (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 outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the Property for land tax purposes for the current year?
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 Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;
      (ii) when was the building work completed?
      (iii) please state the builder's name and licence number;
      (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.

17. 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?
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**

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
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) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
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 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. 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.
28. 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.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

MOVABLE

# Standard Form Agreement

# Standard form residential tenancy agreement

## Schedule 1

**Important information**

Please read this before completing the residential tenancy agreement (the **Agreement**).

1 This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms **and** conditions carefully.

2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.

3 If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.

4 The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on

**04 November 2024** at **Rutherford, 2320**

# Landlord

**Note.** These details must be provided for landlord(s), whether or not there is a landlord's agent.

# Tenants

## Landlord's Agent Details

**Movable Property Management**
92-94 Darby Street, Cooks Hill NSW 2300
p: +61 249 153 000, e: hello@movable.com.au

## Tenant's Agent Details

**Not Applicable**

# Term of Agreement

The term of this agreement is -

- [ ] 6 months
- [ ] 12 months
- [ ] 2 years
- [ ] 3 years
- [ ] 5 years
- [x] Other (please specify) 52 weeks
- [ ] Periodic (No End Date)

Starting on **the 2nd of January 2025** and ending on **the 31st of December 2025**

**Note.** For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

# Residential premises

27 Tourmaline Dr, Rutherford NSW 2320

# The residential premises include:

*[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

Nil

# Rent

The rent is **$650.00 per week**, payable in advance starting on **the 2nd of January 2025**

**Note.** Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

**The method(s) by which the rent must be paid:**

a. BPAY

| | |
|---|---|
| **Biller code** | 4481 |
| **Customer reference number** | 49469760 |

**Note:** The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

# Rental Bond

*[Cross out if there is not going to be a bond]*

**Already Held**

**Note.** All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

# Occupants

**No more than 2 person(s)**

No more than 2 person(s) may ordinarily live in the premises at any one time.

# Urgent repairs

Nominated tradespeople for urgent repairs:

**Maintenance contact**
, Movable After Hours
p: (02) 4915 3000

# Utilities

Is electricity supplied to the premises from an embedded network?

☐ Yes ☒ No

Is gas supplied to the premises from an embedded network?

☐ Yes ☒ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

# Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 12 and 13.

☒ Yes ☐ No

# Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarm
☒ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☐ Yes ☒ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

☐ Yes ☒ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

☐ Yes ☒ No

# Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

☐ Yes ☒ No

If yes, see clauses 38 and 39.

# Giving notices and other documents electronically [optional]

*[Cross out if not applicable]*

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the Residential Tenancies Act 2010 being given or served on them by email. The Electronic Transactions Act 2000 applies to notices and other documents you send or receive electronically.

*[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]*

## Landlord

Does the landlord give express consent to the electronic service of notices and documents?

[x] Yes [ ] No

If yes, see clauses 50.

*[Specify email address to be used for the purpose of serving notices and documents.]*

Email: hello@movable.com.au

## Tenant

Does the tenant give express consent to the electronic service of notices and documents?

## Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for **signing.**

## Tenancy laws

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2019 apply to this agreement. Both the landlord and the tenant must comply with these laws.

# The Agreement

## Right to occupy the premises

**1** **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential Premises'.**

## Copy of agreement

**2** **The landlord agrees** to give the tenant:

2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and

2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

## Rent

**3** **The tenant agrees:**

3.1 to pay rent on time, and

3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and

3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

**4** **The landlord agrees:**

4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and

4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and

4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and

4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and

4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and

4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and

4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

***Note:*** *The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.*

## Rent increases

**5** **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

***Note:*** *Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.*

**6** **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

**7** **The landlord and the tenant agree:**

7.1 that the increased rent is payable from the day specified in the notice, and

7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and

7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

## Rent reductions

**8** **The landlord and the tenant agree** that the rent abates if the residential premises:

8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

8.2 cease to be lawfully usable as a residence, or

8.3 are compulsorily appropriated or acquired by an authority.

**9** The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

## Payment of council rates, land tax, water and other charges

**10** **The landlord agrees** to pay:

10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and

10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and

10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

**Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

**Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and

10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and

10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and

10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and

10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

**11 The tenant agrees** to pay:

11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

**Note.**Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

11.4 all charges for pumping out a septic system used for the residential premises, and

11.5 any excess garbage charges relating to the tenant's use of the residential premises, and

11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:

11.6.1 are separately metered, or

11.6.2 are not connected to a water supply service and water is delivered by vehicle.

**Note.** ***Separately metered*** *is defined in the Residential Tenancies Act 2010.*

**12 The landlord agrees** that the tenant is not required to pay water usage charges unless:

12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

12.2 the landlord gives the tenant at least 21 days to pay the charges, and

12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,

12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

**13 The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

## Possession of the premises

**14 The landlord agrees:**

14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

## Tenant's right to quiet enjoyment

**15 The landlord agrees:**

15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

## Use of the premises by tenant

**16 The tenant agrees:**

16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

16.2 not to cause or permit a nuisance, and

16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

**17 The tenant agrees:**

17.1 to keep the residential premises reasonably clean, and

17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

**18 The tenant agrees,** when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

***Note:*** *Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).*

## Landlord's general obligations for residential premises

**19. The landlord agrees:**

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

**Note 1.** Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

(a) are structurally sound, and

(b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and

(c) have adequate ventilation, and

(d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

(e) have adequate plumbing and drainage, and

(f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

(g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

**Note 2.** Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

(a) are in a reasonable state of repair, and

(b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and

(c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and

(d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

## Urgent repairs

**20 The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding $1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

***Note:*** *The type of repairs that are "urgent repairs" are defined in the Residential Tenancies Act 2010 and are defined as follows-*

(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,

(c) a blocked or broken lavatory system,

(d) a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g) flooding or serious flood damage,

(h) serious storm or fire damage,

(i) a failure or breakdown of the gas, electricity or water supply to the premises,

(j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

## Sale of the premises

**21 The landlord agrees:**

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

**22 The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

**23 The landlord and the tenant** agree:

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

## Landlord's access to the premises

**24 The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

**25 The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

**26 The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

**27** **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

## Publishing photographs or visual recordings

28 **The landlord agrees:** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

**Note.** See section 55A of Residential Tenancies Act 2010 for when a photograph or visual recording is published.

29 **The tenant agrees:** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010,it is not unreasonable for the tenant to withhold consent.

## Fixtures, Alterations, additions or renovations to the premises

**30** **The tenant agrees:**

30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

**31** **The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

**Note.** The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

## Locks and security devices

**32** **The landlord agrees:**

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

**33** **The tenant agrees:**

33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

**34** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

## Transfer of tenancy or sub-letting by tenant

**35** **The landlord and the tenant agree** that:

35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-

letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

***Note:*** *Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.*

**36** **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

## Change in details of landlord or landlord's agent

**37** **The landlord agrees:**

37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

## Copy of certain by-laws to be provided

*[Cross out if not applicable]*

**38** ~~**The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.~~

**39** ~~**The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.~~

## Mitigation of loss

**40** The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

## Rental bond

*[Cross out this clause if no rental bond is payable]*

**41** **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

**41.1** details of the amount claimed, and

**41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and

**41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

## Smoke alarms

**42** **The landlord agrees** to:

**42.1** ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

**42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

**42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

**42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

**42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and

**42.6** repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

**42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

**Note 1.** Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note 2.** Clauses 42.2–42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is

responsible for the repair and replacement of smoke alarms in the residential premises.

**Note 3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

**Note 4.** Section 64A of the Act provides that a smoke alarm includes a heat alarm

**43 The tenant agrees**

**43.1** to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

**43.2** that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

**43.3** to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the Residential Tenancies Regulation 2019.

**Note.** Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**44 The landlord and the tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

**Note.** The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

## Swimming pools

*[Cross out this clause if there is no swimming pool]*

**45 ~~The landlord agrees~~** ~~to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.~~

~~*[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots.]*~~

46 ~~The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

46.1 ~~the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

46.2 ~~a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

**Note.** ~~A swimming pool certificate of compliance is valid for 3 years from its date of issue.~~

## Loose-fill asbestos insulation

**47 The landlord agrees:**

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

## Combustible cladding

**48 The landlord agrees:** that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

## Significant health or safety risks

**49 The landlord agrees:** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

## Electronic service of notices and other documents

**50 The landlord and the tenant agree:**

50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

## Break fee for fixed term of not more than 3 years

**51 The tenant agrees:** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

**51.1** 4 weeks rent if less than 25% of the fixed term has expired,

**51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

**51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

**51.4** 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

**Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

**52 The landlord agrees:** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

**Note.** Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

# Additional Terms

[Additional terms may be included in this agreement if:

a. **both the landlord and tenant agree** to the terms, and

b. they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and

c. they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

## Additional term — pets

*[Cross out this clause if not applicable]*

**53** **The landlord:** agrees that the tenant may keep the following animal on the residential premises
[specify the breed, size etc]:
Dachshund Dog x 1`

**54** **The tenant agrees:**

54.1 to supervise and keep the animal within the premises, and

54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and

54.3 to ensure that the animal is registered and micro-chipped if required under law, and

54.4 to comply with any council requirements.

**55** **The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

**56** **The tenant agrees** not to keep animals on the residential premises without obtaining the landlord's consent.

## Additional term - Rent increases during the fixed term

**57** If the details in this clause 57 have been completed, then the parties agree to increase rent during the fixed term of the agreement as follows

57.1 on ____/____/____, rent is to be increased to $____ per ____.

**58** If the details in this clause 58 have been completed, then the parties agree to increase rent during the fixed term of the agreement using the following method: [insert method of calculation]

**[For a Fixed Term of less than 2 years]**

**Note:** The rent payable under a fixed term agreement for a fixed term of less than 2 years must not be increased during the fixed term unless the agreement specifies the increased rent or the method of calculating the increase.

**[For a Fixed Term of 2 years or more]**

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months and may be increased whether or not the agreement specifies the increased rent or the method of calculating the increase.

## Additional term - No set off

**59** Without the written approval of the landlord, **the tenant must not** set off or seek to set off the rental bond against any rent or other monies payable by the tenant to the landlord.

## Additional term - Smoking

**60** **The tenant must** not smoke or allow others to smoke in the premises.

**61** If the tenant smokes or allows others to smoke outside the premises, the tenant must ensure that all cigarette butts are properly disposed and not left on the ground.

**62** If the tenant smokes or allows others to smoke inside the premises in breach of clause 60, upon termination of this agreement, the tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

## Additional term - Tenancy Databases

**63** The landlord may list the tenant's personal information in a residential tenancy database if:

63.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;

63.2 the tenant breached this agreement;

63.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and

63.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

## Additional term - Condition Report

**64** If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:

64.1 it forms part of this agreement; and

64.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

**65** If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:

65.1 form part of this agreement; and

65.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

## Additional term - Previous Condition Report

**66** **the parties agree** that the condition report dated **08 December 2021** and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

## Additional term - Health Issues

**67** **The tenant must**

67.1 routinely clean the premises to avoid any mould, mildew or damp build-up;

67.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;

67.3 ensure that the premises are free of any pests and vermin; and

67.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

## Additional term - Telecommunication Facilities

**68** The Landlord does not warrant or make any representation that there are lines of connection to telephone, internet and cable or analogue telephone or television services.

## Additional term - Repairs

**69** **The tenant** may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.

**70** If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

## Additional term - Procedure on Termination

**71** Upon termination of this agreement, **the tenant must** vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.

**72** If the tenant fails to comply with clause 71, **the tenant must** continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:

72.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or

72.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.

**73** The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

**74** The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:

74.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and

74.2 the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

## Additional term - Dishonoured Payments

**75** If any payment to the landlord is dishonoured upon presentation to a financial institution, then the landlord will provide to the tenant, any evidence to substantiate that they have been charged a fee as a result of the tenant's dishonoured payment (the Dishonour Fee). The tenant is liable to pay the Dishonour Fee to the landlord. The tenant must pay the Dishonour Fee within 21 days notice from the landlord notifying the tenant of the dishonoured payment.

## Additional term - Gardens

**76** The tenant is responsible for regularly maintaining the yard and gardens on the premises (including regular mowing, edging, pruning and weeding) during the tenancy period. **The tenant agrees** to keep the yard and gardens on the premises in good condition (having

regard to the condition report) during the tenancy period, fair wear and tear excluded.

## Additional term - care of swimming pool

**77** ~~If there is a swimming pool located on the premises,~~ **~~the tenant must:~~**

77.1 ~~keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;~~

77.2 ~~regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;~~

77.3 ~~regularly clean the pool filters and empty out the leaf baskets;~~

77.4 ~~maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;~~

77.5 ~~maintain the water level above the filter inlet at all times;~~

77.6 ~~promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;~~

77.7 ~~ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;~~

77.8 ~~not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and~~

77.9 ~~take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.~~

## Additional term - electronic signatures

**78** Any notice given electronically under this agreement must comply with sections 8 and 9 of the Electronic Transactions Act 2000 (NSW), as applicable.

**79** Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

## Additional term - Asbestos

**80** The parties **acknowledge** that the premises may contain asbestos or asbestos containing materials and **the tenant must** promptly notify the landlord or the landlord's agent in writing, if any surface and/or material at the premises suspected of containing asbestos, is disturbed or damaged in any way.

## Additional term - Consent to publish photographs of residential premises

**81** The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.

**82** The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

## Additional term - Garage

**83** The tenant acknowledges and agrees that in the event the property includes the use of a garage or car-space, said space is provided for the sole purpose of parking a motor vehicle and not for the storage of personal goods and belongings. In the event that the tenant places their goods in this area, the landlord makes no warranty as to the security and/or waterproofing of the area and accepts no responsibility for any damage or theft that may occur to those goods.

## Additional term - Storage

**84** The tenant acknowledges and agrees that in circumstances where the premises includes a storage room/cage/area for the tenants use, the landlord makes no warranty as to the area being fit for purpose and accepts no responsibility if the storage room/cage/area is not adequately ventilated, secure or watertight.

## Additional term - Privacy

**85** The *Privacy Act 1988* (Cth) (the Act) allows certain information referred to in this agreement to be collected, used and disclosed. The information collected, used and disclosed is in relation to any tenant named in this agreement. You acknowledge and agree that this Privacy Policy does not form part of the agreement and will only apply to the extent that the landlord and/or their managing agent, collects, uses and discloses personal information as required by, and to comply with, the Act. Any personal information collected about you may be disclosed by the landlord and/or their managing agent, to: other third parties as required by any applicable law; prospective and actual purchasers; service providers; tradespeople; financial institutions; tenancy databases; valuers; Courts and Tribunals; and any other provider of services to either the landlord, their managing agent or you. You have the right to request access to any personal information held by the landlord and/or its managing agent, unless the landlord and/or its managing agent is permitted by law to withhold that information. By signing this agreement, you acknowledge having reading and understood this Privacy Policy and authorise the landlord and/or its agent to collect, use and obtain, in accordance with the Act, your personal information for the purposes specified herein.

# Special Conditions and Terms

## No smoking permitted

There is to be no smoking inside the property at anytime, by tenants or their guests.

## Contents insurance

The landlords insurance does not cover tenants belongings, and we recommend tenants obtain their own contents insurance.

## Tenants responsible for connections

Tenants are responsible for the connection of gas (if applicable), electricity & telephone (if applicable).

## Rent to be Paid in Advance

Rent is to be paid in advance at all times. Should your rent fall in arrears, you will receive a text message at 4 days in arrears, phone call at 6 days in arrears, letter at 10 days in arrears, phone call at 12 days in arrears and a termination notice at 15 days in arrears.

## Reporting of maintenance

All non-urgent repairs & maintenance is to be logged via the repairs section on our website. For urgent repairs please contact our office on 02 4915 3000.

## Payment of Water Usage

Water usage will be emailed to you and must be paid within 21 days of receipt, this can be paid the same way as your rent using your DEFT reference number.

## Tenant Lock out

Should you lock yourself out of the property, MOVABLE will assist where possible however our preferred locksmiths details are: MCL Locksmiths 02 40231733. Note if the callout relates to you losing/leaving keys inside a property the costs associated will be at your expense.

## No Advertising Permitted

Tenant/s is not permitted to advertise the property for short/long term lease on any third party websites including Air BNB without landlord permission.

## No Pools Permitted

No inflatable pools capable of being filled to 30cm to be erected during the tenancy.

## No unapproved Pets

No pets allowed on premises without prior approval in writing from Landlord.

## Additional pet Clause

Upon their vacate, If a pet has been approved at the start or throughout the tenancy the tenant agrees to have the property professionally fumigated for fleas inside and outside the premises by a licensed company (whether fleas are present at the property or not) and provide a receipt or pay the cost of having the treatment completed.
The tenant also agrees to have the carpet professionally cleaned upon vacating the premises.

## Disclosure of rebates and commissions

Connect Now provide a rebate/commission to Movable for the connection of tenant utilities in the amount of $5 to $70 per connection.

# Notes

**1. Definitions**

In this agreement:

**landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

**landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

(a) the letting of residential premises, or

(b) the collection of rents payable for any tenancy of residential premises.

**LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.

**regulations** means the Property and Stock Agents Regulation 2022 (NSW).

**rental bond** means money paid by the tenant as security to carry out this agreement.

**residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

**tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

**2. Continuation of tenancy (if fixed term agreement)**

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

**3. Ending a fixed term agreement**

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

**4. Ending a periodic agreement**

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

**5. Other grounds for ending agreement**

The Residential Tenancies Act 2010 also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

**6. Warning**

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

## THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

**Note.** Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

**SIGNED BY THE LANDLORD**

*Landlord's agent*
Chelsea Greentree
the 9th of November 2024

**LANDLORD INFORMATION STATEMENT**

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

*Landlord's agent*
Chelsea Greentree
the 9th of November 2024

**SIGNED BY THE TENANT**

**TENANT INFORMATION STATEMENT**

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

For information about your rights and obligations as a landlord or tenant, contact:
(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au.

# Confirmations

## Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to Movable Property Management. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

# Audit Trail

**04 November 2024 10:10 AM**

| | |
|---|---|
| **04 November 2024 10:10 AM** | 103.175.35.2 |
| **04 November 2024 10:10 AM** | 103.175.35.2 |
| **05 November 2024 12:53 PM** | 1.145.63.55 |
| **06 November 2024 12:28 PM** | 103.175.35.2 |
| **06 November 2024 12:28 PM** | 103.175.35.2 |
| **08 November 2024 06:18 PM** | 1.156.39.190 |
| **08 November 2024 06:20 PM** | 1.156.39.190 |
| **08 November 2024 06:20 PM** | 1.156.39.190 |
| **08 November 2024 06:20 PM** | 1.156.39.190 |
| **08 November 2024 06:20 PM** | 1.156.39.190 |
| **08 November 2024 06:20 PM** | 1.156.39.190 |
| **08 November 2024 06:20 PM** | 1.156.39.190 |
| **08 November 2024 06:21 PM** | 1.156.39.190 |
| **08 November 2024 06:21 PM** | 1.156.39.190 |
| **08 November 2024 06:21 PM** | 1.156.39.190 |
| **08 November 2024 06:21 PM** | 1.156.39.190 |
| **08 November 2024 11:34 PM** | 1.145.115.132 |
| **08 November 2024 11:36 PM** | 1.145.115.132 |
| **08 November 2024 11:36 PM** | 1.145.115.132 |
| **08 November 2024 11:36 PM** | 1.145.115.132 |
| **08 November 2024 11:36 PM** | 1.145.115.132 |
| **08 November 2024 11:37 PM** | 1.145.115.132 |
| **08 November 2024 11:37 PM** | 1.145.115.132 |
| **08 November 2024 11:38 PM** | 1.145.115.132 |
| **08 November 2024 11:38 PM** | 1.145.115.132 |
| **08 November 2024 11:38 PM** | 1.145.115.132 |
| **08 November 2024 11:38 PM** | 1.145.115.132 |
| **08 November 2024 11:38 PM** | |
| **09 November 2024 06:31 AM** | 1.145.237.103 |
| **09 November 2024 06:31 AM** | |