

Contract for the sale and purchase of land 2022 edition

TERM
vendor's agent
MEANING OF TERM
 Valley Estate Agents Pty Ltd
 26 Elgin Street, Maitland NSW 2320

NSW DAN:
phone: 4934 1901
email: sales@valleyestateagents.com.au

co-agent

vendor

vendor's solicitor

date for completion 42 days after the contract date (clause 15)
land (address, plan details and title reference) 28 Murphy Circuit Ashtonfield NSW 2323
 LOT 1146 DEPOSITED PLAN 1032278
 Folio Identifier 1146/1032278

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other: Double Garage

attached copies documents in the List of Documents as marked or as numbered:
 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."

SIGNING PAGE

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

Choices

- Vendor agrees to accept a **deposit-bond** NO yes
- Nominated *Electronic Lodgment Network (ELN)*** (clause 4) PEXA
-
- Manual transaction** (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable 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** NO yes (if yes, vendor must provide details)
(GST residential withholding payment)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input checked="" type="checkbox"/> 60 Residential Tenancy Agreement
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

28 MURPHY CCT ASHTONFIELD NSW 2323

SPECIAL CONDITIONS

These are the special conditions to the Contract for the Sale of Land 2022 Edition

33. AMENDMENTS TO CONTRACT

- 33.1 Clauses 5.2.1 and 5.2.2 are amended by the deletion of "21" and the insertion of "14" in lieu thereof.
- 33.2 Clause 7.1.1 is deleted.
- 33.3 Clause 14.4.2 is deleted.
- 33.4 Addition of Clause 18.8 as follows: "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property."
- 33.5 Clause 23.17 is deleted.
- 33.6 Clause 25 is deleted.

34. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties about its subject matter and any previous agreements, understandings and negotiations on that subject matter cease to have any effect as at the date of this Contract.

35. PURCHASERS ACKNOWLEDGEMENT

The Purchaser acknowledges and agrees that:

- (a) They have inspected the subject property and the improvements erected thereon and the inclusions therein and satisfied themselves as to the state and condition thereof prior to the execution of this Contract; and
- (b) They have entered into this Contract in reliance on their own inspection as aforesaid and not upon any representations or warranties made by or on behalf of the Vendor; and
- (c) They accept the subject property and improvements and inclusions in their present state and condition and subject to any latent or patent defects therein; and
- (d) They shall not be entitled to make any requisition, objection or rescind or terminate or claim for compensation in relation to any defect in or want of repair of the state and condition of the subject property and the improvements erected thereon and the inclusions therein.

36. WARRANTY AS TO AGENT

The Purchaser warrants to the Vendor that it was not introduced to the property by any Real Estate Agent, other than the agent referred to in this Contract. The Purchaser hereby indemnifies the Vendor against any claim by any other Real Estate Agent for commission from the Vendor arising from the sale of the property to the Purchaser. This clause shall not merge on completion.

37. ADDITIONAL RIGHTS TO RESCIND

37.1 If a party (or if that party consists of two or more persons, any of those persons):

- (a) dies; or
- (b) becomes so intellectually, physically or psychologically disabled as to be, in the reasonable opinion of the other party, unable to complete this contract on time (and provides satisfactory medical evidence of said incapacity)

then either party may rescind the contract by giving written notice to the other party's solicitor or representative within seven (7) days of becoming aware of the incapacity event or death; time being of the essence.

37.2 If a party (or if a party consists of two or more persons, any of those persons) is a body corporate and;

- (a) an application is made to a court for an order or an order is made that it be wound up; or
- (b) an application is made to a court for an order appointing a liquidator or provision liquidator in respect of it, or one of them is appointed, whether or not under an order

then either party may rescind by giving written notice to the other party's solicitor or representative within seven (7) days of becoming aware of the application or order; time being of the essence.

38. WATER USAGE

Printed condition 14.7 is varied by the addition of the following sentence:

'Water usage will be adjusted on the adjustment date even where the amounts and figures for water consumption furnished by the relevant water rating authority are estimated or provisional.'

39. SERVICE LOCATION PLAN

The parties acknowledge and agree that where the property is located is within an area serviced by Hunter Water Corporation ("HWC"), HWC does not make Sewer

Lines Location Diagrams available in the ordinary course of administration. The Purchaser shall not make any objection, requisition or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the matter disclosed in this special condition.

40. OBJECTIONS, REQUISITIONS AND QUESTIONS

Despite the provisions of printed conditions 6 and 7 of this Contract, the parties expressly agree that any claim for compensation will be deemed to be an objection or requisition for the purposes of printed condition 8 of this Contract entitling the Vendor to rescind this Contract.

41. DEPOSIT

If:

- (a) the Purchaser defaults in the observance or performance of any obligation hereunder which is or the performance of which has become essential; and
- (b) the Purchaser has paid a deposit of less than 10% of the purchase price; and
- (c) the Vendor has terminated this Contract,

then the Vendor is entitled to recover from the Purchaser an amount equal to 10% of the purchase price less the deposit paid as liquidated damages and it is agreed that this right is in addition to and will not limit any other remedies available to the Vendor herein contained or implied despite any rule of law or equity to the contrary. This special condition will not merge on termination of this Contract.

42. DEPOSIT BY INSTALMENTS

The parties acknowledge that a 10% deposit is payable under this contract in instalments as follows:

42.1 If a cooling off period or subject to finance clause applies to this contract, the Purchaser may pay the deposit in two (2) instalments as follows:-

- (i) 0.25% of the agreed purchase price to be paid on or before the date of this contract; and
- (ii) 9.75% of the agreed purchase price to be paid on or before 5pm on the fifth (5th) business day after the date of this contract.

42.2 If a cooling off period or subject to finance clause applies to this contract, and the parties have agreed, the Purchaser may pay the deposit in three (3) instalments as follows:-

- (i) 0.25% of the agreed purchase price to be paid on or before the date of this contract; and
- (ii) 4.75% of the agreed purchase price to be paid on or before 5pm on the fifth (5th) business day after the date of this contract.
- (iii) 5% of the agreed purchase price to be paid on completion or termination of this contract.

42.3 If there is no cooling off period or subject to finance clause applicable to this contract, and the parties have agreed, the Purchaser may pay the deposit in two (2) instalments as follows:-

- (i) 5% of the agreed purchase price to be paid on or before the date of this contract
- (ii) 5% of the agreed purchase price to be paid on completion or termination of this contract.

43. PURCHASER/S AUTHORITY TO RELEASE DEPOSIT OR PART DEPOSIT

43.1 If the Vendor requires the deposit to be made available at completion, the Purchaser authorises the deposit holder to make available the deposit and transfer same into the Vendors solicitor's trust account, or so much as may be required by the Vendor, in readiness for settlement for the purpose of releasing the subject property from any mortgage, charge or other encumbrance secured over the subject property or for the purpose of effecting completion of the Vendors purchase/lease of another property.

43.2 The Purchaser agrees and acknowledges that by their execution of this Contract they irrevocably authorise the Vendor's agent to release to the Vendors such part of the deposit moneys as the Vendors shall require for the purpose of a deposit and/or stamp duty on any piece of real estate that the Vendors negotiate to purchase between the date hereof and the date of settlement hereof.

43.3 This special condition acts as a written authority for the deposit holder to make available the deposit, or so much as may be required by the Vendor for the purpose set out herein and without requiring any further authority from the Purchaser.

43.4 This special condition does not prejudice the rights of the Purchaser in the event of its lawful rescission of this contract whereupon the provisions of clause 19 of this contract shall apply.

44. DEPOSIT BOND

44.1 The expression “bond” or “guarantee” in this Contract means a Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by a guarantor (either named in this Contract or otherwise agreed between the Vendor and the Purchaser) and in or to the effect of the form set out below.

44.2 The delivery to the Vendor or the Vendor’s solicitor of a bond which binds the guarantor to the Vendor shall, subject to (i) and (ii) of this sub-clause, be deemed for the purposes of this Contract to be payment of the guaranteed amount at the time of such delivery on account of the deposit to the person or persons nominated in this Contract to receive the deposit, and the following provisions shall apply:

- (i) On completion of this Contract, or at such other time as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay the amount stipulated in the bond to the Vendor in cash or by unendorsed bank cheque; or
- (ii) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then such service shall operate as a demand upon the Purchaser for payment forthwith of the deposit (or so much thereof as has not been paid) and upon failure of the Purchaser to pay the same within two (2) clear business days of service of such notice the Vendor shall be entitled to demand payment from the guarantor in accordance with the provisions of the bond and the provisions of this Contract in relation to the deposit shall then apply as though this Contract had just been made and required payment of the deposit within two (2) clear business days of demand on the guarantor.

45. ELECTRONIC SIGNATURES

45.1 The parties agree to accept, for the purposes of exchange of contracts, signatures by either the Vendors or Purchasers and guarantors which are emailed, photocopy or any other form of electronic signatures and to comply with the remaining provisions of this clause.

45.2 The parties agree that the cover page of contract bearing original signatures must be dated the same date as this contract.

45.3 The parties agree that they shall not make a requisition objection claim or delay completion due to the manner of execution of this contract as at the exchange date.

- 45.4 The parties consent to execution and exchange of this Contract by DocuSign on the following basis:
- (a) Where a party executes a Contract using DocuSign (being the electronic signature technology system operated by DocuSign Inc) rather than a 'wet' signature, they warrant to the other party that they personally applied their signature to the Contract and agree to be bound by the terms of the Contract;
 - (b) The Purchaser's representative must provide a DocuSign Certificate of completion to the Vendor's solicitor (to the Vendor's satisfaction) before exchange;
 - (c) The parties agree that where a Purchaser has executed the Contract using DocuSign in accordance with this clause, such Contract may be delivered (whether by email or otherwise) as an offer to purchase for the Vendor's consideration, however, no exchange of contracts will occur (in counterparts or in a single document as the case may be) until such time as the Vendor's legal representative (or Vendor's agent where the Vendor has approved same) effects exchange and dates the Contract, at which time, the Contract will be binding on the parties named in the Contract; and
 - (d) No wet signature is required to be provided under clause 45.2 for a DocuSign executed contract.
- 45.5 The parties agree that they shall not make a requisition objection claim or delay Completion due to the manner of execution of this Contract as at the exchange date.

46. LATE COMPLETION

- 46.1 Where:-
- (a) the Vendor is ready, willing and able to execute the assurance of the property and complete this Contract; and
 - (b) the Purchaser does not complete this Contract on the completion date appointed on the front page of this Contract;
- the Purchaser must pay to the Vendor:
- (c) the sum of \$385.00 including GST on account of the additional legal fees incurred by the Vendor relative to the delay; and
 - (d) interest on the purchase price at the rate of ten per cent (10%) per annum calculated from that date to the date of completion.
- 46.2 The parties agree that the payments under this clause are made on account of damages and that the Vendor is not required to settle unless such

amounts are paid on completion.

- 46.3 The parties further agree that payments under this clause are without prejudice to the Vendor's right to commence action for breach of contract in respect of any loss sustained out of the Purchaser's breach, but such amount will be taken into account in assessing damages payable in the action.

47. NOTICES TO PERFORM AND COMPLETE

- 47.1 Should any event arise entitling either party to issue a Notice to Perform upon the other then the parties agree that a period of seven (7) days from the service of such a notice making time of the essence is a proper and reasonable time.
- 47.2 Should any event arise entitling either party to issue a Notice to Complete upon the other then the parties agree that a period of fourteen (14) days from the service of such a notice making time of the essence is a proper and reasonable time.
- 47.3 In the event the Vendor issues a Notice to Complete pursuant to special condition 47.2, then the Purchaser agrees to pay the sum of \$550.00 including GST to the Vendor's solicitor on completion to reimburse the Vendor for the additional legal fees incurred by the Vendor in issuing the notice. Such payment is an essential term of this Contract.

48. ALTERATIONS TO CONTRACT AND REAL PROPERTY ACT DOCUMENTS

- 48.1 The parties authorise their respective legal representatives (including employees of their legal representative or agent) to make alterations to;
- (i) this Contract (including any attachments hereto) after execution by a party; and
 - (ii) any Real Property Act document associated with this transaction.
- 48.2 Such alterations will be binding on the party as if the alterations were made prior to execution by that party.

49. WAIVER AND VARIATION

The provision of or a right created under this Contract may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

50. SEVERABILITY OF CLAUSES

Each clause (including sub-clause and special condition) of this Contract is severable from each other clause (including sub-clause and special condition) and the

invalidity or unenforceability of any clause (including sub-clause or special condition) will not prejudice or affect the validity or enforceability of any other clause (including sub clause or special condition).

51. REQUISITIONS ON TITLE

The Purchaser agrees that the only form of general requisitions on title the Purchaser may make pursuant to clause 5 shall be in the form of the requisitions on title annexed hereto.

52. LAND TAX

In the event that the contract provides for a land tax adjustment upon settlement, the Purchaser agrees to accept the amount of land tax as the amount actually paid by the Vendor or actually assessed to be paid by the Vendor, calculated on the land tax taxable value for the property and no contrary provision in the contract shall apply.

53. GUARANTEE

If the Purchaser is a corporation this clause will apply.

53.1 In consideration of the Vendor contracting with the corporate Purchaser the guarantors guarantee the performance by the Purchaser of all of the Purchaser's obligations under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this contract for whatever reason. The Vendor may seek to recover any loss from the guarantor before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on the guarantors their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the Vendor.

53.2 Clause 53.1 shall not apply if the Purchaser is a listed corporation as defined in Section 9 of the Corporations Law or is a subsidiary, as defined in Section 46 of the Corporations Law of a corporation which is a listed corporation.

Guarantor signature

Guarantor name:

Guarantor signature

Guarantor name:

54. CHRISTMAS HOLIDAY CLOSURE

- 54.1 Notwithstanding the date for completion noted on the front page of this contract, the parties will not be required to effect completion during the period beginning 23 December 2025 and ending 12 January 2026 (“the Christmas Holiday Period”).
- 54.2 In the event that completion falls during the Christmas Holiday Period, both parties agree that completion will not take place prior to 12 January 2026.
- 54.3 Neither party may issue a Notice to Complete which requires completion during the Christmas Holiday Period, and any time under notice shall be suspended during the Christmas Holiday Period, such that 12 January 2026 shall be deemed to be the day immediately following 23 December 2025.
- 54.4 Notwithstanding the above, if completion is due to take place before the Christmas Holiday Period but does not take place (other than due to the fault of the vendor), then the interest payable by the purchaser pursuant to Special Condition 46 shall be calculated from the date scheduled for completion to the date of actual completion which shall take place after the end of the Christmas Holiday Period and shall include the Christmas Holiday Period notwithstanding that the purchaser is ready, willing and able to complete within the Christmas Holiday Period.
- 54.5 In the event completion is delayed beyond the Christmas Holidays Period due to the purchaser’s delay or default and the vendor is issued with a land tax assessment notice for the 2026 land tax year, the parties agree that a land tax adjustment will be made on completion without regard to the election made on page 3 of this contract.

55. TENANCY

- 55.1 If a tenant is currently in occupation of the property and if page 1 of this Contract provides for the vendor to give vacant possession of the property on completion of this Contract, then the following provisions will apply:
- i) This contract is conditional upon the vendor obtaining vacant possession of the property from the tenant. The vendor will forthwith serve a notice on the tenant and will pursue that notice and the obtaining of vacant possession.

- ii) In the event that vacant possession is not available within 60 days after the completion date therein, time being of the essence, and if completion of this Contract has not been effected, then either party may rescind this Contract and the provisions of clause 19 will apply.
- iii) It is further agreed that neither party shall be entitled to make any claim for damages, costs or expenses against the other following rescission of the contract.

55.2 If the contract is subject to an existing tenancy and the tenant vacates the property before the completion date then the purchaser shall not require the vendor to obtain another tenant for the property and the purchaser shall not be entitled to make any requisition, objection or claim for compensation or rescind the contract and further agrees to proceed with completion of the contract.

REQUISITIONS ON TITLE - RESIDENTIAL

Vendor:

Possession & 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*).
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and Building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
 14. Is the vendor in possession or a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
 15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 6 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
 16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or other authority concerning any development of the property?
 17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
 18.
 - (a) To whom do the boundary fences belong?
-

-
- (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

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

Capacity

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

Requisitions and Transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions will remain unchanged as at completion date.

Halyburton Legal - Toronto
PO Box 234
Toronto NSW 2283
18/11/2025



FOLIO: 1146/1032278

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/11/2025	10:33 AM	6	23/6/2021

LAND

LOT 1146 IN DEPOSITED PLAN 1032278
AT ASHTONFIELD
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1032278

FIRST SCHEDULE

(T 9524954)

SECOND SCHEDULE (9 NOTIFICATIONS)

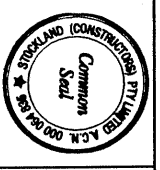
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 I83283 LAND EXCLUDES MINERALS AND MINERAL COAL
- 3 DP842546 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 4 DP842547 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT THE
LAND ABOVE DESCRIBED
- 5 DP856297 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE
LAND ABOVE DESCITBED
- 6 DP865872 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 7 DP875369 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 8 DP1011483 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 9 DP1032278 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

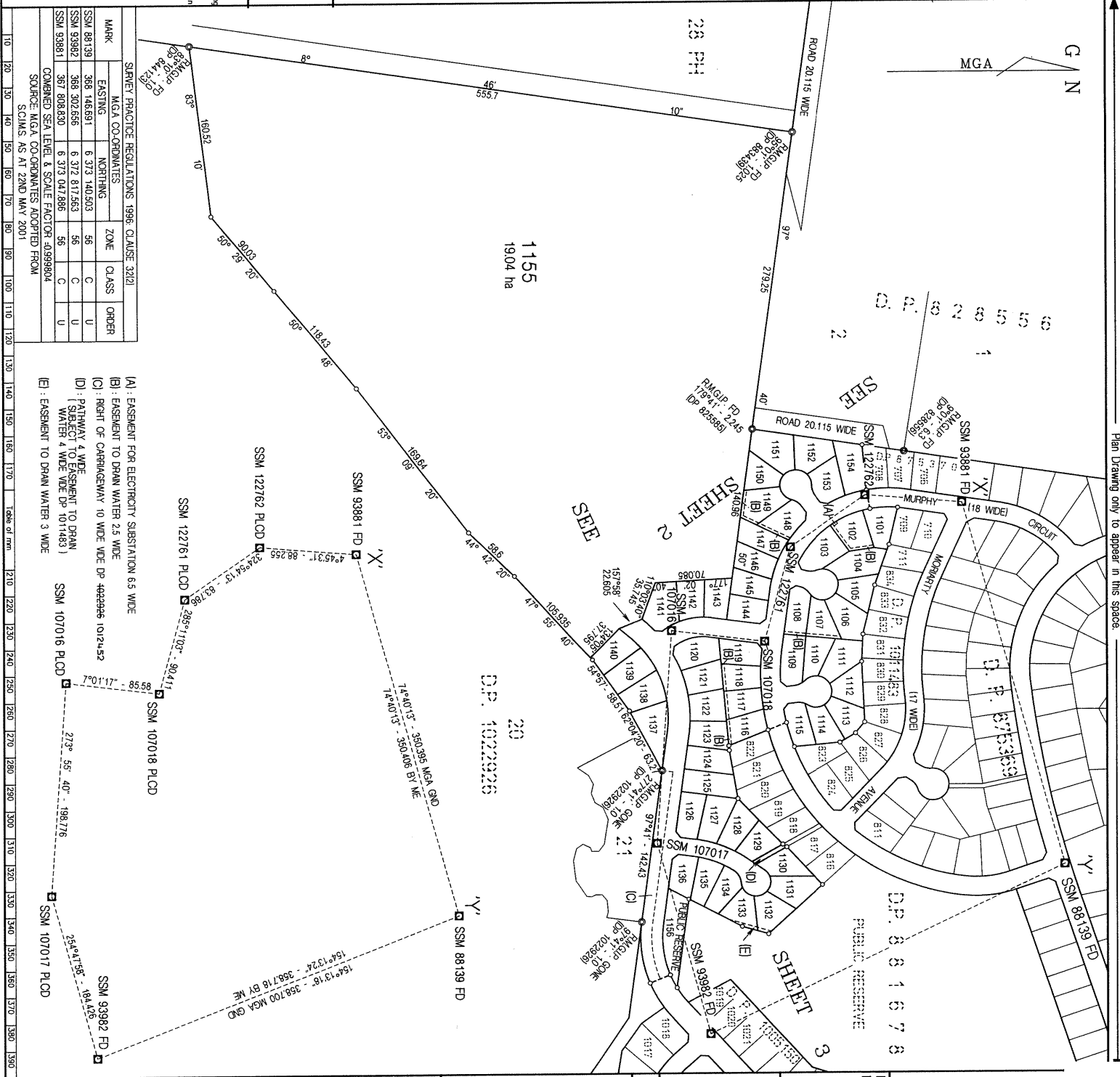
The Common Seal of the Company has hereunto been affixed by authority of the Board and in the presence of
 Secretary



Director

Crown Land Office Approval
 PLAN APPROVED _____
 Authorised Officer _____
 Land District _____
 Field Book _____ pages _____

Subdivision Certificate
 Identify that the provisions of s.109A of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.
 (S.109A(2)(a)) _____ set out herein
 (S.109A(2)(b)) _____
 Authorised Person/General Manager/Assistant-General Manager
 Consent Authority _____
 Date of Endorsement _____
 Subdivision Certificate no. _____
 File no. _____
 Note:
 When this plan is to be lodged electronically in the Land Title Office, it should include a signature in an electronic or digital format approved by the Registrar-General.
 7 Details attached if appropriate



MARK	MGA CO-ORDINATES	ZONE	CLASS	ORDER
SMS 88139	368 146.631	6 373 140.603	56	C
SMS 93982	368 302.656	6 372 817.563	56	C
SMS 93881	367 808.830	6 373 047.886	56	C
				U

COMBINED SEA LEVEL & SCALE FACTOR 0.9999804
 SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS AS AT 22ND MAY 2001

- (A) : EASEMENT FOR ELECTRICITY SUBSTATION 6.5 WIDE
 (B) : EASEMENT TO DRAIN WATER 2.5 WIDE
 (C) : RIGHT OF CARRIAGEWAY 10 WIDE WIDE DP 4422996 1012452
 (D) : PATHWAY 4 WIDE
 (E) : EASEMENT TO DRAIN WATER 3 WIDE

Registered: DP1032278
 16.11.2001
 C.A. SEE CERTIFICATE
 The System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U54.65 - 1#
 Last Part: DP1005150, DP1011463
 PLAN OF SUBDIVISION OF LOT 1035
 DP. 1005150 AND LOT 835 DP. 1011483

L.G.A.: MAITLAND
 Suburb/Locality: ASHTONFIELD
 Parish: MAITLAND
 County: NORTHUMBERLAND

This is sheet 1 of my plan in 3 sheets.
 (Date if appropriate)

Survey Certificate
 Survey (Private) Regulation 1988
 L. PHILIP RANKIN BELMONT
 of 31 DERRY STREET NEWCASTLE
 a surveyor registered under the Surveyors Act 1992
 in accordance with the provisions of the Surveyors
 (Practice) Regulation 1988 and who completed on
 8TH JUNE 2001
 the survey relates to _____

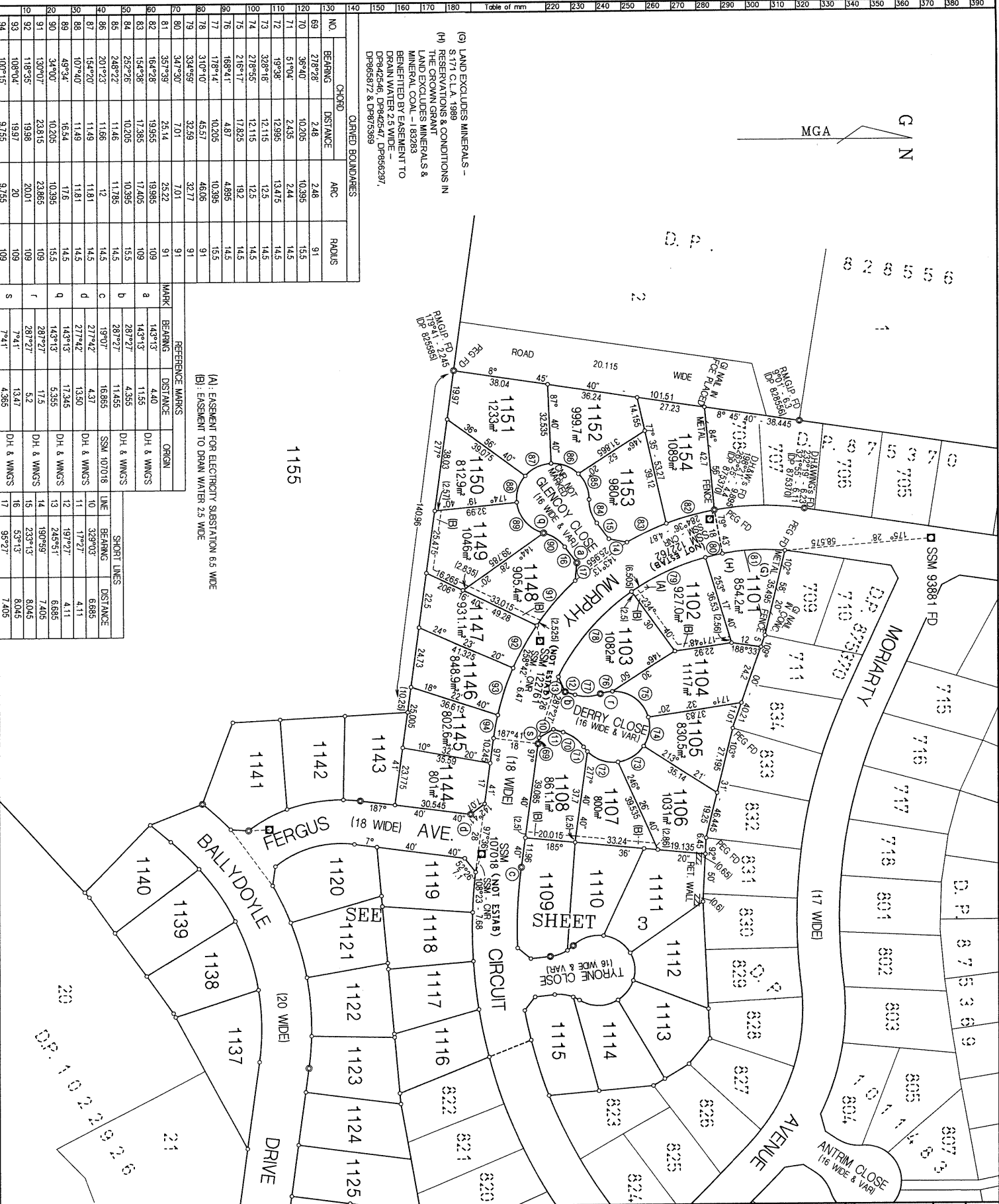
These used in preparation of survey/compilation:
 DP 828596 DP 863439
 DP 824585 DP 1005150
 DP 875359 DP 1022926
 DP 875370 DP 881678

NOTE: FOR USE ONLY for statements of intention
 drainage reserves, easements, restrictions on the
 use of land or positive covenants.

IT IS INTENDED TO DEDICATE LOT 1156 AS
 PUBLIC RESERVE
 IT IS INTENDED TO DEDICATE THE EXTENSION
 OF MURPHY CIRCUIT, BALVOYLE DRIVE
 (SUBJECT TO RIGHT OF CARRIAGEWAY 10
 WIDE WIDE DP 4422996-1 AND DP1012452 &
 TYRONE CLOSE, FERRIS AVE, DERRY CLOSE,
 GLENROY CLOSE AND CASTLEMAINE CLOSE
 TO THE PUBLIC AS ROAD.
 PURSUANT TO SECTION 88B OF THE
 CONVEYANCING ACT 1919, AS AMENDED
 IT IS INTENDED TO CREATE:
 1. EASEMENT FOR ELECTRICITY SUBSTATION
 6.5 WIDE
 2. EASEMENT TO DRAIN WATER 2.5 WIDE
 3. EASEMENT TO DRAIN WATER 3.0 WIDE
 4. RESTRICTIONS AS TO USER

IT IS INTENDED TO DEDICATE THE LAND
 SHOWN AS PATHWAY 4 WIDE, (SUBJECT
 TO EASEMENT TO DRAIN WATER 4 WIDE
 WIDE DP 1011483) TO THE PUBLIC

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



(G) LAND EXCLUDES MINERALS - S 171 C.L.A. 1989
 (H) RESERVATIONS & CONDITIONS IN THE CROWN GRANT
 LAND EXCLUDES MINERALS & MINERAL COAL - 183283
 BENEFITED BY EASEMENT TO DRAIN WATER 2.5 WIDE - DP#842546, DP#842547, DP#856297, DP#865872 & DP#875389

NO.	BEARING	DISTANCE	ARC	RADIUS
69	278°28'	2.48	2.48	91
70	36°40'	10.205	10.395	155
71	51°04'	2.435	2.44	145
72	19°38'	12.995	13.475	145
73	328°18'	12.115	12.5	145
74	278°55'	12.115	12.5	145
75	216°17'	17.825	18.2	145
76	168°41'	4.87	4.895	145
77	178°14'	10.205	10.395	155
78	310°10'	45.57	46.06	91
79	334°59'	32.59	32.77	91
80	347°30'	7.01	7.01	91
81	387°39'	25.14	25.22	91
82	164°28'	19.955	19.985	109
83	154°38'	17.385	17.405	109
84	252°26'	10.205	10.395	155
85	248°22'	11.46	11.785	145
86	201°23'	11.66	12	145
87	154°20'	11.49	11.81	145
88	107°40'	11.49	11.81	145
89	49°34'	16.54	17.6	145
90	34°00'	10.205	10.395	155
91	130°07'	23.815	23.865	109
92	118°35'	19.98	20.01	109
93	108°04'	19.97	20	109
94	100°15'	9.785	9.785	109

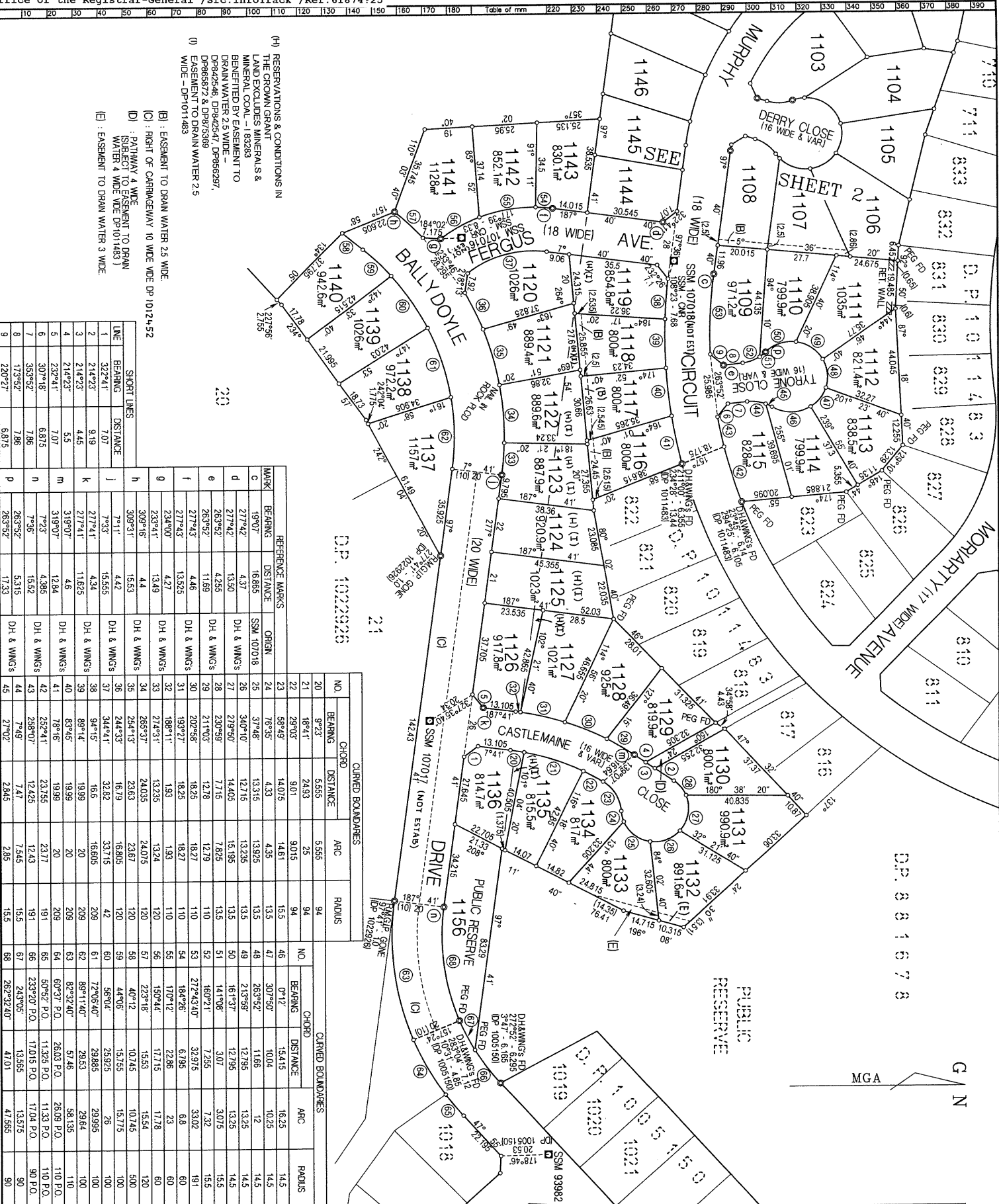
MARK	BEARING	DISTANCE	ORIGIN
a	143°13'	4.40	DH & WINGS
b	143°13'	11.53	DH & WINGS
c	287°27'	4.35	DH & WINGS
d	287°27'	11.455	DH & WINGS
e	19°07'	16.865	SSM 107018
f	277°42'	4.37	DH & WINGS
g	277°42'	13.80	DH & WINGS
h	143°13'	17.345	DH & WINGS
i	143°13'	5.355	DH & WINGS
j	287°27'	17.5	DH & WINGS
k	287°27'	13.47	DH & WINGS
l	7°41'	7.41	DH & WINGS
m	43°35'	7.05	DH & WINGS

LINE	BEARING	DISTANCE
10	329°03'	6.885
11	172°27'	4.11
12	191°27'	4.11
13	248°51'	6.885
14	190°59'	7.005
15	233°13'	8.045
16	53°13'	8.045
17	93°27'	7.405

(A) EASEMENT FOR ELECTRICITY SUBSTATION 6.5 WIDE
 (B) EASEMENT TO DRAIN WATER 2.5 WIDE

Registered: 16-11-2001
 This is sheet 2 of my plan in 3 sheets dated
 P. E. Gubarev
 Surveyor registered under surveyors Act 1929
 This is sheet 2 of the plan of 3 sheets covered by my Certificate No. 60650
 30/10 of 01
 For use where space is insufficient in my panel on Plan Form 2
 Signature: *P. E. Gubarev*
 Registered: *P. E. Gubarev*
 DP1032278
 Reduction Ratio 1: 1000
 SURVEYORS REFERENCE: 89/99/11

PLANFORM 3
 To be used in conjunction with Plan Form 2
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



- (H) RESERVATIONS & CONDITIONS IN THE GROWN GRANT LAND EXCLUDES MINERALS & MINERAL COAL - 183285 BENEFITED BY EASEMENT TO DRAIN WATER 2.5 WIDE - DP865297, DP86572 & DP873587 EASEMENT TO DRAIN WATER 2.5 WIDE - DP101483
- (I) EASEMENT TO DRAIN WATER 2.5 WIDE
 (J) RIGHT OF CARRIAGEWAY 10 WIDE VIDE DP 1012452
 (K) EASEMENT TO DRAIN WATER 4 WIDE SUBJECT TO EASEMENT TO DRAIN WATER 4 WIDE VIDE DP101483
 (L) EASEMENT TO DRAIN WATER 3 WIDE

SHORT LINES

LINE	BEARING	DISTANCE
1	322°41'	7.07
2	214°23'	9.19
3	214°23'	4.45
4	214°23'	5.5
5	232°41'	7.07
6	307°16'	6.875
7	353°52'	7.86
8	173°52'	7.86
9	220°27'	6.875

MARK REFERENCE MARKS

MARK	BEARING	DISTANCE	ORIGIN
C	19°07'	16.885	SSM 107018
D	277°42'	4.37	DH & WINGS
E	277°42'	13.50	DH & WINGS
F	263°52'	4.255	DH & WINGS
G	263°52'	11.89	DH & WINGS
H	277°43'	4.46	DH & WINGS
I	277°43'	13.525	DH & WINGS
J	234°00'	4.27	DH & WINGS
K	233°41'	13.49	DH & WINGS
L	309°31'	15.53	DH & WINGS
M	7°11'	4.42	DH & WINGS
N	7°33'	15.555	DH & WINGS
O	277°41'	4.34	DH & WINGS
P	217°41'	4.24	DH & WINGS
Q	319°07'	4.6	DH & WINGS
R	319°07'	12.84	DH & WINGS
S	7°33'	4.385	DH & WINGS
T	7°36'	15.52	DH & WINGS
U	263°52'	5.135	DH & WINGS
V	263°52'	17.33	DH & WINGS

CURVED BOUNDARIES

NO.	BEARING	DISTANCE	ARC	RADIUS
20	9°23'	5.555	5.555	94
21	18°41'	24.93	25	94
22	29°03'	9.01	9.015	94
23	78°35'	14.075	14.01	15.5
24	37°48'	13.315	14.35	13.5
25	340°40'	12.715	13.925	13.5
26	340°40'	12.715	13.255	13.5
27	279°50'	14.065	15.955	13.5
28	230°59'	7.715	7.825	13.5
29	217°03'	12.78	12.29	11.0
30	202°58'	18.25	18.27	11.0
31	193°27'	18.25	18.27	11.0
32	188°11'	19.3	19.3	11.0
33	214°31'	13.235	13.24	57
34	268°37'	24.935	24.075	57
35	294°13'	23.63	23.87	120
36	244°33'	16.79	16.805	120
37	344°41'	32.82	33.715	120
38	344°41'	32.82	33.715	120
39	94°16'	16.6	16.605	209
40	89°44'	19.99	19.99	209
41	89°44'	19.99	19.99	209
42	78°16'	20	20	209
43	252°41'	23.755	23.77	64
44	258°07'	12.425	12.43	191
45	74°9'	7.447	7.445	66
46	27°02'	2.845	2.85	15.5

CURVED BOUNDARIES

NO.	BEARING	DISTANCE	ARC	RADIUS
46	0°12'	15.415	16.25	14.5
47	307°50'	10.04	10.25	14.5
48	283°52'	11.86	12	14.5
49	213°59'	12.785	13.25	14.5
50	161°37'	12.795	13.25	14.5
51	141°08'	3.07	3.075	15.5
52	160°21'	7.255	7.32	15.5
53	272°43'40"	32.975	33.02	191
54	184°26'	6.795	6.8	60
55	170°12'	22.86	23	60
56	150°44'	17.715	17.8	60
57	223°18'	15.53	15.54	120
58	40°12'	10.745	10.745	500
59	44°06'	15.755	15.775	500
60	56°04'	25.925	26	100
61	72°06'40"	29.885	29.995	100
62	89°11'40"	29.53	29.64	100
63	82°32'40"	57.46	58.135	110
64	60°37' P.O.	26.03 P.O.	26.03 P.O.	110 P.O.
65	50°52' P.O.	11.325 P.O.	11.33 P.O.	110 P.O.
66	233°20' P.O.	17.015 P.O.	17.04 P.O.	90 P.O.
67	243°05'	13.565	13.575	90
68	262°32'40"	47.01	47.565	90

Registered: 16-11-2001
 This is sheet 3 of my plan in 3 sheets dated
 Surveyor registered under surveyors Act 1924
 Stephen Astwood
 This is sheet 3 of the plan of 3 sheets covered by my Certificate No 6850 of 10
 For use where space is insufficient in any panel on Plan Form 2
 Reaction Ratio 1: 1000
 DP1032278
 16-11-2001
 Stephen Astwood

PLAN FORM 2

SIGNATURE AND SEALS ONLY.

[Handwritten Signature]

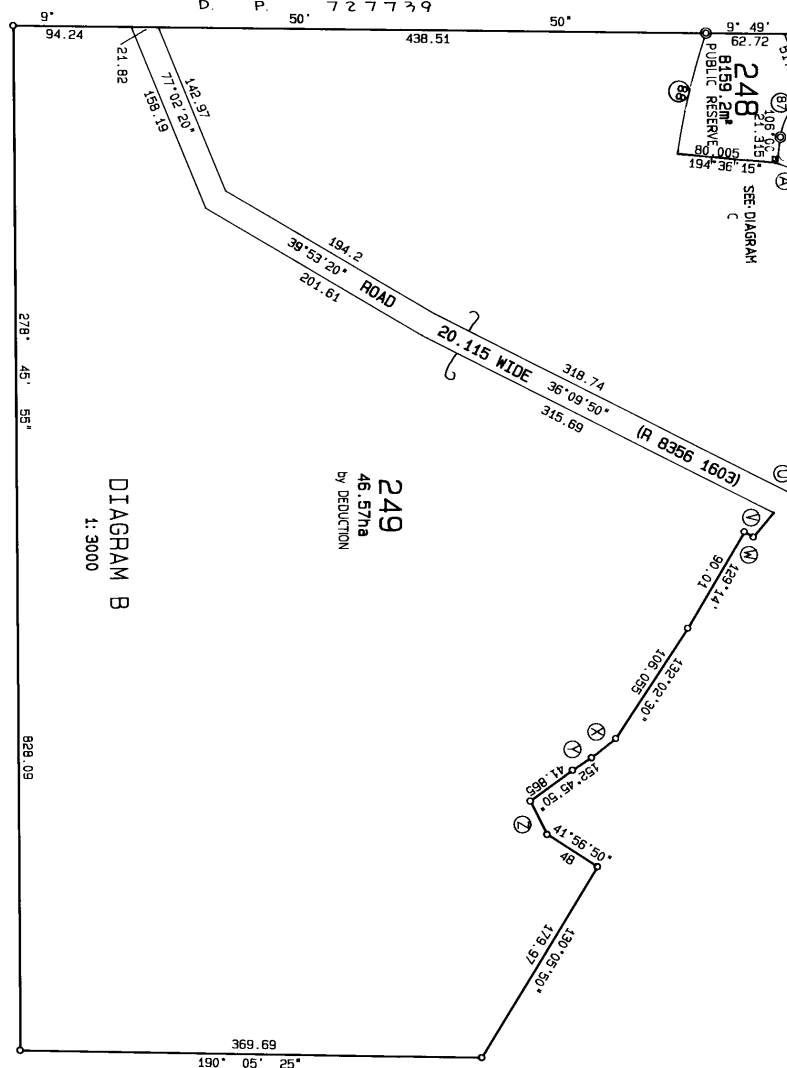
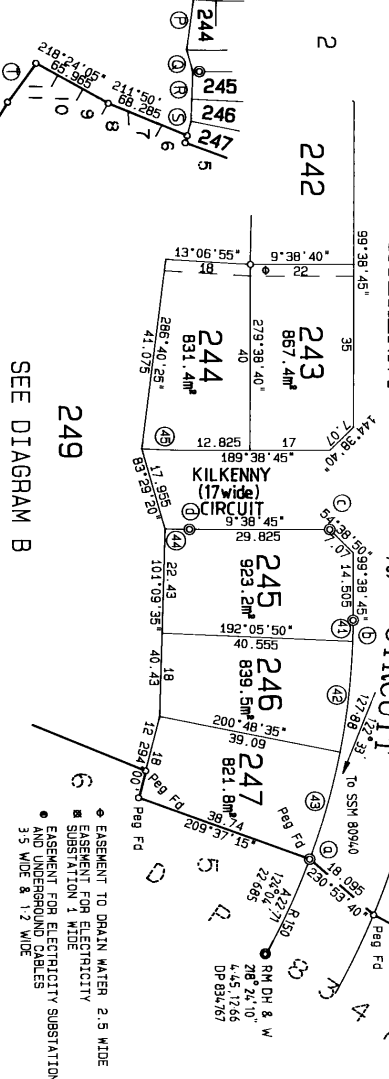
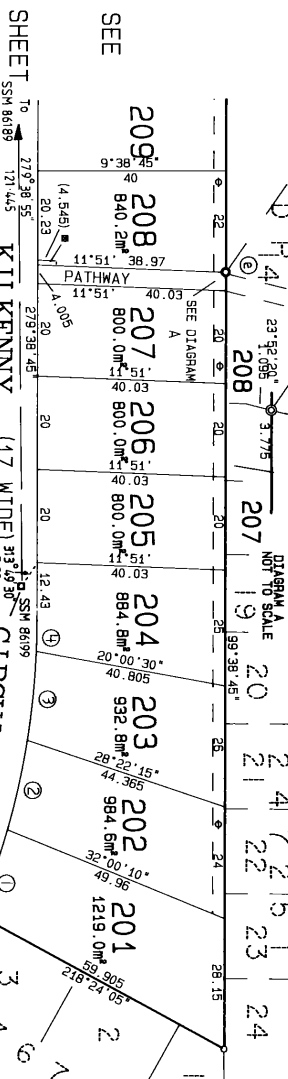
CHURCH BOUNDARIES

ARC	CHORD	RADIUS
1	19.4	299.38 30° 19.39 167
2	19.7	291.56 10° 19.69 167
3	19.2	285.15 40° 19.19 167
4	6.77	280.48 20° 6.77 167
5	4.58	100.31 10° 4.575 150
6	24	105.98 40° 23.975 150
7	24	115.08 40° 23.975 150
8	5.17	10.28 40° 5.17 178
9	10.17	191.27 20° 10.17 161
10	41.48	130.30 05° 40.228 48.5
11	100.28	292.15 55° 100.15 582 65

PLAN APPROVED
 Authorised Officer
 Land District
 Paper No.
 Field Book

Council's Certificate
 I/We, the Local Government, certify that the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans) and the requirements of the Land Subdivision (General Provisions) Act 1991 (other than the requirements for the registration of plans) have been complied with by the applicant in relation to the proposed subdivision of the land described in the instrument of transfer, subdivision or consolidation (or) set out herein.
 Date: 8.9.94
 Council of the No. 80065
 General Manager/Authorised Person
 Council File No. 80065
 This part of certificate is to be deleted when the application is only for a subdivision wholly outside the area of operations of the Water Board and the Water Main Corporation Ltd.
 12 items / Inspection

SURVEYORS REFERENCE: 89/99 89994DP1 CHECKLIST



SHORT LINES

BEARING	DIST
29 09 30"	17.46
23 27 "	32.69
282.43 20 "	17.985
161.05 "	8
35 14.45 "	34
232.19 "	35
247.48 40 "	52
179.11 20 "	14
285.33 40 "	36.67
92.31 10 "	16.125
99.38 40 "	40
13 05 55 "	18
83.29 20 "	17.985
101.09 35 "	40.43
294.00 "	12
134.59 "	38.605
130.18 10 "	19.305
138.28 50 "	25.545
220.05 20 "	8.346
150.36 15 "	24.84
155.30 20 "	18.185
72.40 "	30

REFERENCE MARKS

R.M.	BEARING	DISTANCE	ORIGIN
①	DH6ms FD 286 02 00"	4.76, 14.06	DP 834787
②	DH6ms 189 38 45"	4.41, 12.575	PLACED
③	DH6ms 99 38 45"	4.44, 12.68	PLACED
④	DH6ms 99 38 45"	4.505, 12.685	PLACED
⑤	GIP FD	23.52	DP 260833

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY

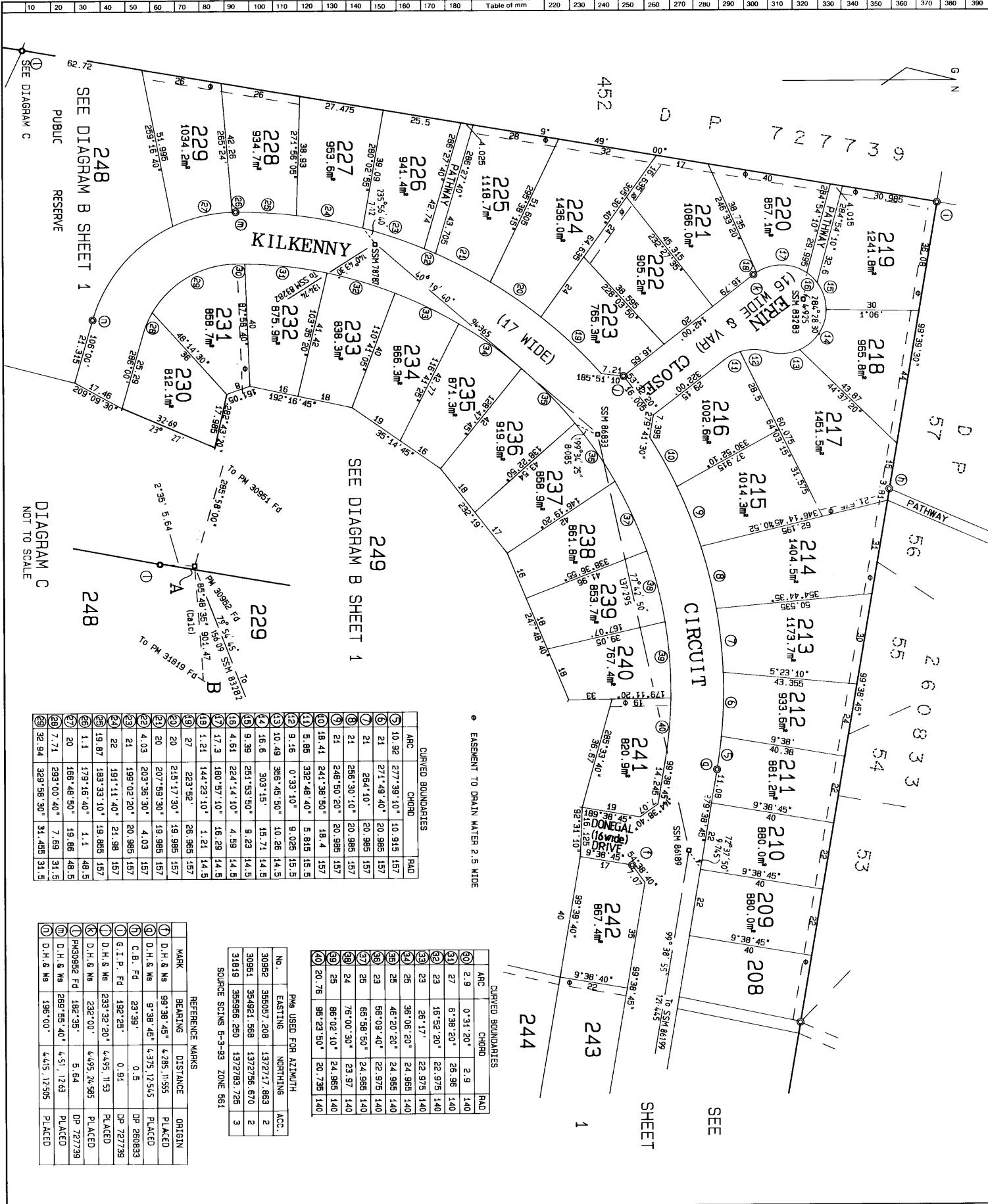
DP 842546
 Registered 15.9.1994
 C.A. No. 90069 OF 26.8.1994
 This System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U5465-1, U5472-73, U5472-74 & U5472-75
 Last Plan: DP834767

PLAN OF SUBDIVISION OF LOT 12
 DP 834767
 Lengths are in metres. Reduction Ratio = 800
 LGA: MAITLAND
 Locality: METTORD
 Parish: MAITLAND
 County: NORTHUMBERLAND

This is sheet 1 of my plan in 2 sheets (Others if applicable).
 PHILIP RAYMOND BLACKLEY
 of PULVER COPPER & BLACKLEY
 a Surveyor registered under the Surveyors Act, 1988 as amended, hereby certify that the Survey described in this plan is accurate and has been made in accordance with the Survey Practice Regulation 1980 and was completed on
 DATE 10/8/1994.
 Signature: *[Handwritten Signature]*
 Surveyor registered under the Surveyors Act, 1988 as amended. (Insert date of survey) A - B
 Plans used in preparation of survey/compilation: DP 834767

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 covenants.
 IT IS INTENDED TO DEDICATE KILKENNY CIRCUIT, DONKAL DRIVE AND ENN OUSE TO THE PUBLIC AS ROADS.
 IT IS INTENDED TO DEDICATE LOT 248 AS PUBLIC RESERVE PURSUANT TO SEC. 888 OF THE CONVEYANCING ACT 1919-64 IT IS INTENDED TO CREATE:
 1. EASEMENT TO DRAIN WATER
 2. RESTRICTIONS AS TO USER
 3. EASEMENT FOR ELECTRICITY SUBSTATION 1 WIDE
 4. EASEMENT FOR ELECTRICITY CABLES 3.5 WIDE AND 1.2 WIDE

PLAN APPROVED
 Authorised Officer
 Land District
 Paper No.
 Field Book



EASEMENT TO DRAIN WATER 2.5 WIDE

CURVED BOUNDARIES

ARC	CHORD	RAD
10.92	277.99 10°	10.915 157
6	271.49 40°	20.986 157
21	264.10°	20.986 157
21	256.30 10°	20.986 157
21	248.50 20°	20.986 157
18.4	241.98 50°	18.4 157
5.85	332.48 40°	5.815 15.5
9.16	0.73 10°	9.026 15.5
10.49	366.45 50°	10.26 14.5
16.6	303.15°	15.71 14.5
9.39	261.53 50°	9.23 14.5
4.61	224.14 10°	4.59 14.5
17.3	180.57 10°	16.29 14.5
1.21	144.23 10°	1.21 14.5
27	223.92°	26.966 157
20	215.17 30°	19.986 157
20	207.89 30°	19.986 157
4.03	203.96 30°	4.03 157
22	191.11 40°	21.98 157
19.87	183.33 10°	19.866 157
1.1	179.16 40°	1.1 48.5
7.71	166.48 50°	19.86 48.5
32.94	293.00 40°	7.69 31.5
32.94	293.98 30°	31.465 31.5

CURVED BOUNDARIES

ARC	CHORD	RAD
2.9	0.31 20°	2.9 140
27	5.38 20°	26.96 140
23	16.52 20°	22.975 140
23	26.17°	22.975 140
25	36.06 20°	24.985 140
25	46.20 20°	24.985 140
23	56.09 40°	22.975 140
25	65.98 50°	24.985 140
24	76.00 30°	23.97 140
25	86.02 10°	24.985 140
20.76	95.23 50°	20.735 140

PNB USED FOR AZIMUTH

NO.	EASTING	NORTHING	ACC.
30982	365057.208	1372717.863	2
30981	364921.666	1372756.670	2
31819	365956.260	1372783.726	3

SOURCE: SC15 5-3-93 ZONE 561

REFERENCE MARKS

MARK	BEARING	DISTANCE	ORIGIN	
1	D.H. & M8	99.38 45°	4.285, 11.955	PLACED
2	D.H. & M8	9.78 45°	4.375, 12.545	PLACED
3	C.B. F4	23.99°	0.5	DP 280833
4	G.I.P. Fd	192.25°	0.91	DP 727739
5	D.H. & M8	233.92 20°	4.495, 11.93	PLACED
6	D.H. & M8	232.00°	4.495, 24.985	PLACED
7	PH30952 Fd	182.35°	5.64	DP 727739
8	D.H. & M8	159.56 40°	4.51, 12.63	PLACED
9	D.H. & M8	196.00°	4.415, 12.505	PLACED

SEE DIAGRAM B SHEET 1
 PUBLIC RESERVE
 SEE DIAGRAM C NOT TO SCALE

DIAGRAM C
 NOT TO SCALE

DIAGRAM B SHEET 1
 PUBLIC RESERVE

DIAGRAM C
 NOT TO SCALE

DIAGRAM B SHEET 1
 PUBLIC RESERVE

DIAGRAM C
 NOT TO SCALE

DIAGRAM B SHEET 1
 PUBLIC RESERVE

DIAGRAM C
 NOT TO SCALE

Reduction Ratio: 1:800

Supervisors Reference: 89/99 89994DP2 Checklist

Registered: *P. E. Barber* 15.9.1994

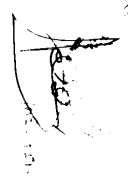
This is sheet 2 of the plan of 89994DP2
 sheet covered by my copy of 26.8.94

P. E. Barber
 Surveyor/registered under Surveyors Act 1929

W. S. H.
 Council Clerk

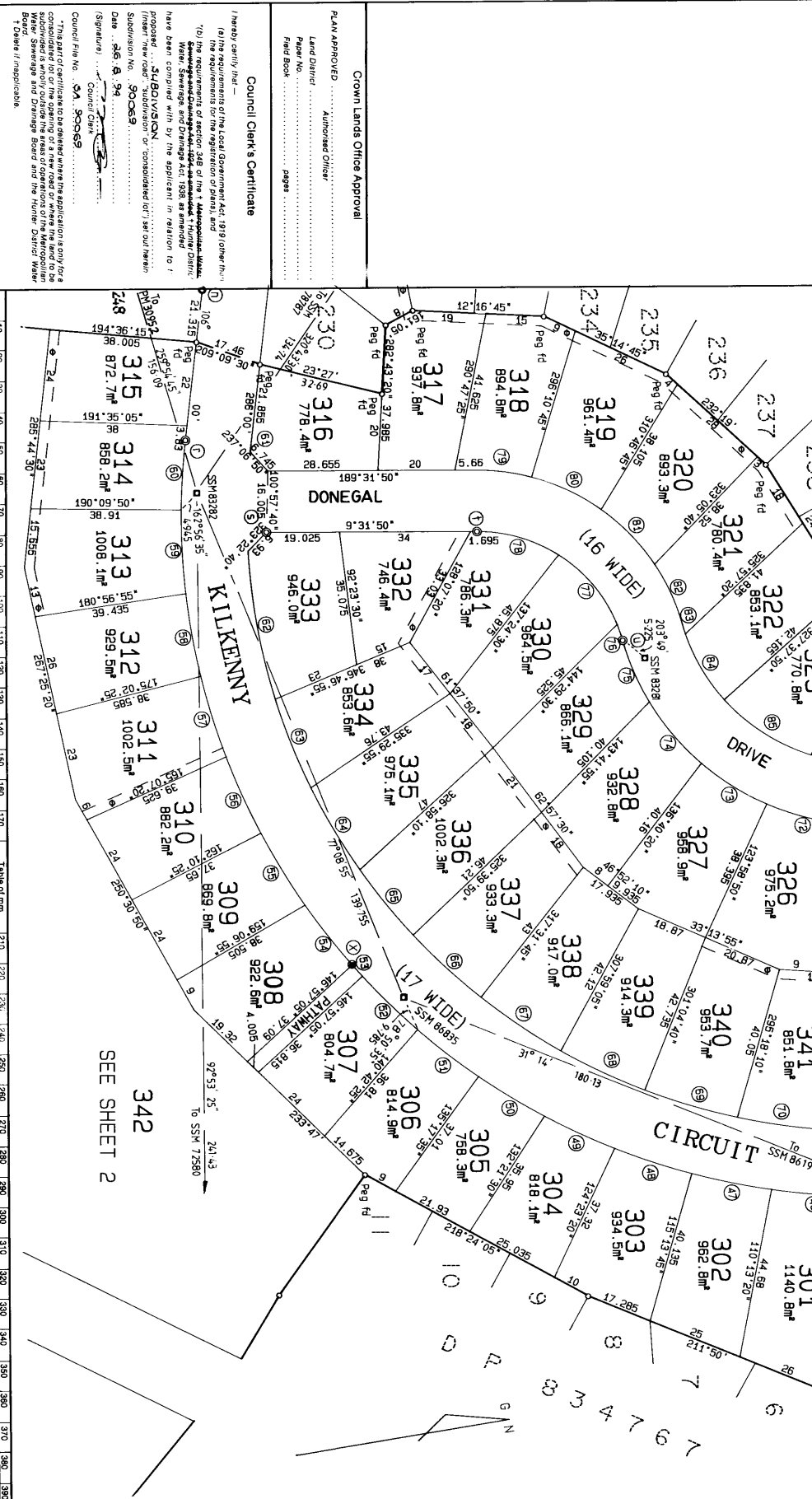
Folding where space is sufficient in any plan on Plan Form 3

DP 842546



CHORD		BOUNDARIES		CHORD	
ARC	CHORD	ARC	CHORD	ARC	CHORD
44	5.17	10°38'40"	5.17	178	248.97
45	20	14°31'40"	19.99	178	240.35
46	21	21°07'40"	20.99	178	232.24
47	21	27°53'10"	20.99	178	223.41
48	20	34°29'10"	19.99	178	214.58
49	20	40°55'30"	19.99	178	206.15
50	20	47°21'40"	19.99	178	197.32
51	20	53°48'	19.99	178	188.49
52	20	57°39'40"	4	178	178.72
53	20	61°31'30"	19.99	178	169.89
54	22	68°17'	21.985	178	161.06
55	22	75°22'	21.985	178	152.23
56	22	82°28'50"	21.985	178	143.40
57	22	89°31'40"	21.985	178	134.57
58	22	96°36'40"	21.985	178	125.74
59	22	103°04'30"	18.165	178	116.91
60	21	1.15	285.47	50°	1.145
61	21	39.42	259.19	15°	39.325
62	25	257°51'30"	24.975	161	

MARK	BEARING	DISTANCE	ORIGIN
①	D.H. 8 WS	99°38'45"	4.505, 12.685
②	D.H. 8 WS	99°38'45"	4.285, 11.955
③	D.H. 8 WS	196°00"	4.485, 12.615
④	D.H. 8 WS	100°57'40"	4.785, 11.475
⑤	D.H. 8 WS	99°31'50"	4.425, 11.985
⑥	D.H. 8 WS	174°07'40"	4.485, 11.985
⑦	D.H. 8 WS	99°38'45"	4.485, 11.945
⑧	D.H. 8 WS	99°38'45"	4.44, 12.68
⑨	D.H. 8 WS	146°57'	4.38, 12.525



DP 842547
 Registered: 20/10/1994
 O.A. NO. 90069 OF 26. 8. 1994
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U5472-1, U5472-2, U5472-3, U5472-4
 Last Plan: D.P. 842546

PLAN OF SUBDIVISION OF LOT 249 IN DP 842546

Lengths are in metres. Reduction Ratio: 1:800
 L.S.G.A. Maitland
 City Maitland
 Locality: METFORD
 Parish: MAITLAND
 County: NORTHUMBERLAND

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

I, PHILIP RAYMOND BLACKLEY, Surveyor, registered under the Surveyors Act, 1958, as amended, hereby certify that the survey represented in this Plan is a true and correct copy of the original survey as conducted by me or under my supervision and that the same is in accordance with the Survey Practice Regulation 1960 and was completed on 11/8/1994.

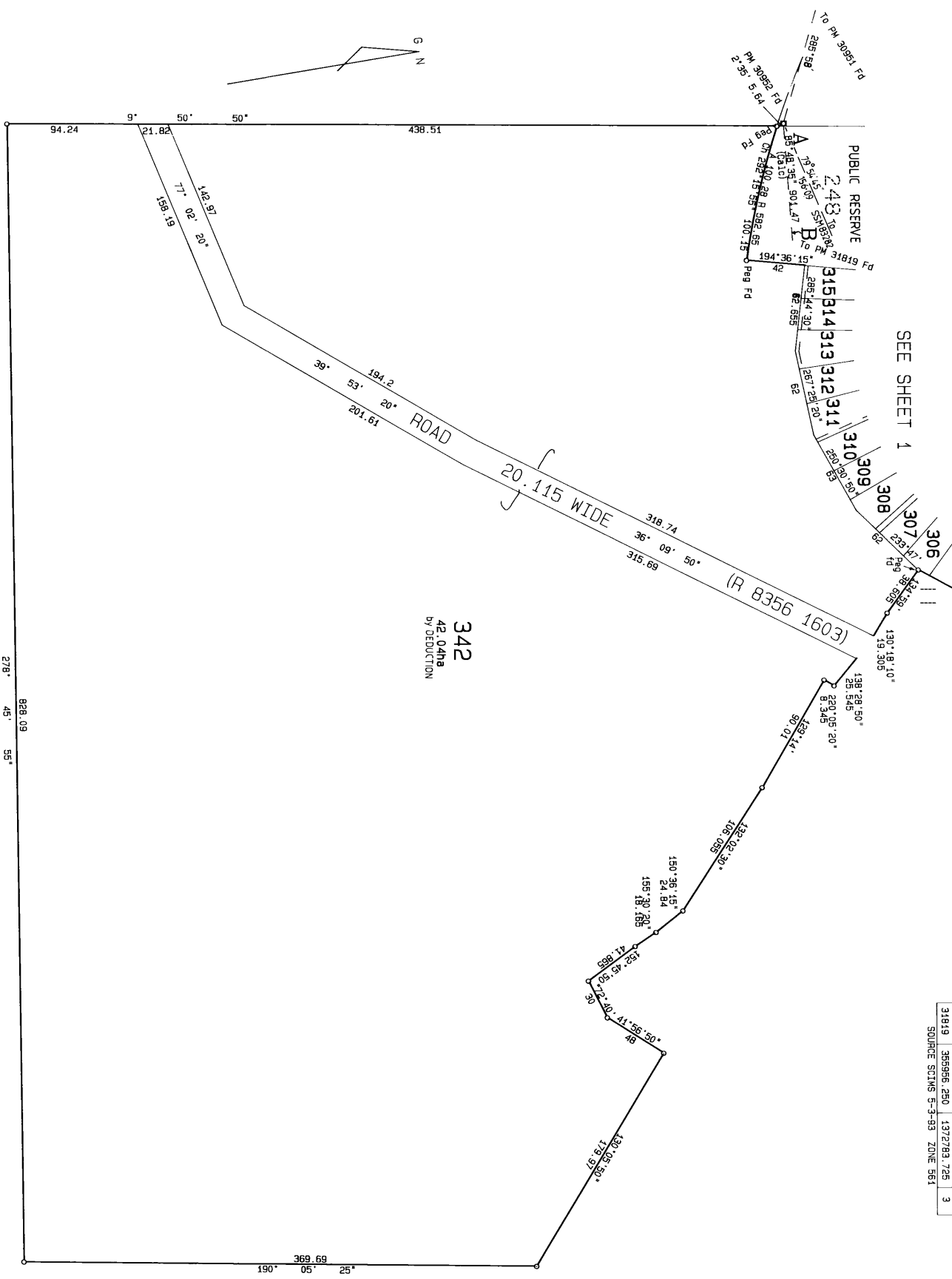
Surveyor's Signature: *Philip Raymond Blackley*
 Deput. Line of Authority: A - B
 Date of Survey: 11/8/1994

Plans used in preparation of survey/compilation:
 DP

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 covenants.

IT IS INTENDED TO DEDICATE KILKENNY CIRCUIT AND DONEGAL DRIVE TO THE PUBLIC AS ROADS IT IS INTENDED TO DEDICATE THE PATHWAY TO THE PUBLIC

PURSUANT TO SEC. 88B OF THE CONVENTION ACT 1919-54 IT IS INTENDING TO CREATE:
 1. EASEMENT TO DRAIN WATER
 2. RESTRICTIONS AS TO USER



PLS USED FOR AZIMUTH

NO.	EASTING	NORTHING	ACC
30952	385057.208	1372717.863	2
30951	384921.688	1372756.670	2
31819	385966.250	1372783.725	3

SOURCE SCIMS 5-3-93 ZONE 561

DP 842547
 Registered: 20/9/1994

This sheet 2 of my plan in 2 sheets

R. E. Fildes
 Surveyor registered under Surveyors Act 1928

This is Plan 2 of the plan of R 8356 1603 as shown on the plan of 900 09 of 28/9/94.

[Signature]
 Council Clerk

Scale where space is insufficient in any panel on Plan Form 3

Plan Drawing only to appear in this space

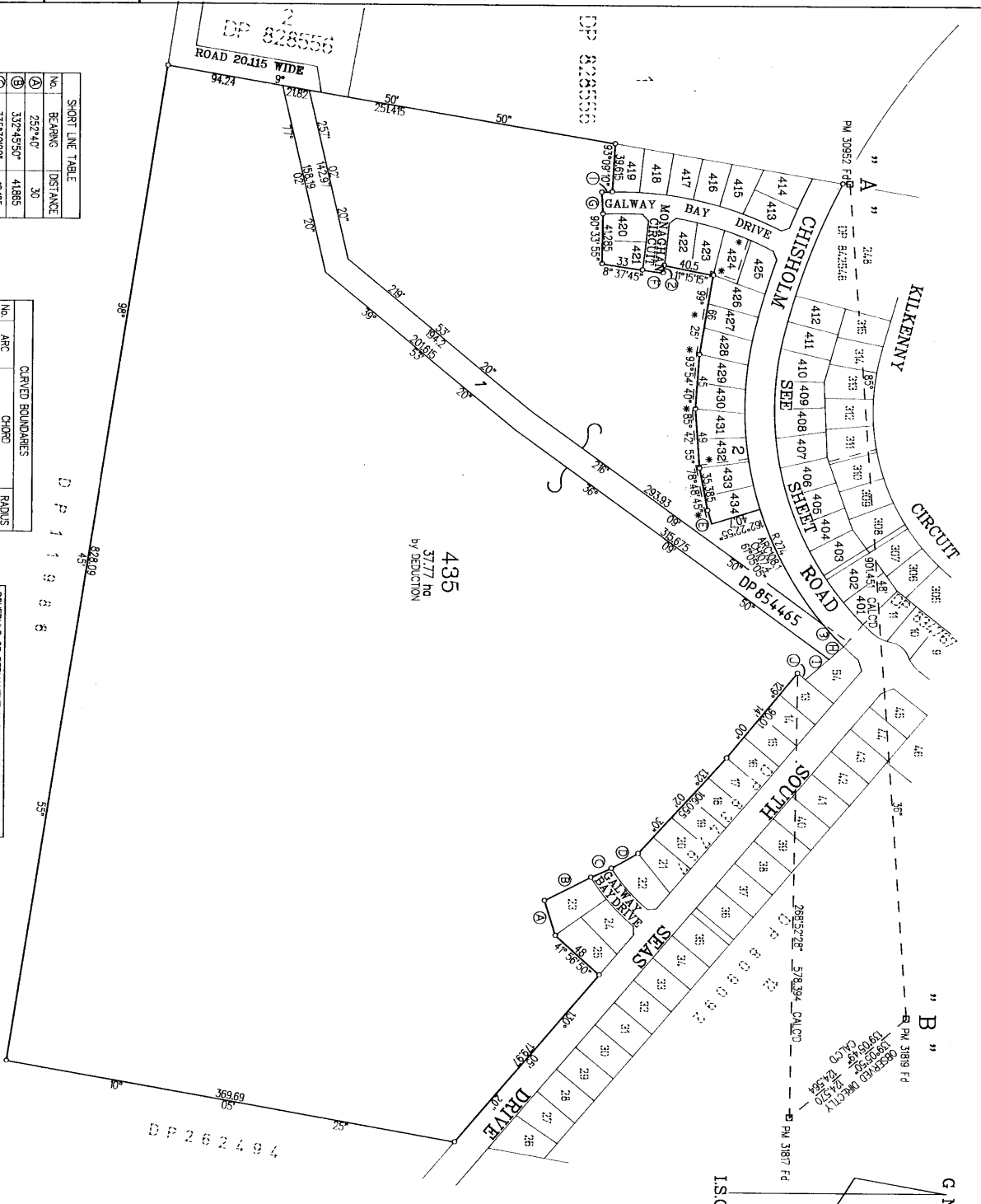
Reduction Ratio 1:2000
 EN 152/174 Cited in Planning Policy No 1
 SURVEYORS REFERENCE: 89/99 899403A Checklist



The Crown, State of New South Wales, hereby certifies that the requirements of the Local Government Act, 1919 (other than the requirements of the registration of plans), and the Local Government Act 1981, have been complied with by the applicant in relation to the proposed subdivision of the land shown on the plan.

PLAN APPROVED: **Crown Lands Office Approval**
 Authorising Officer:
 Land District:
 Paper No.:
 Field Book: pages

Council's Certificate
 I hereby certify that:
 (a) the requirements of the Local Government Act, 1919 (other than the requirements of the registration of plans), and the Local Government Act 1981, have been complied with by the applicant in relation to the proposed subdivision of the land shown on the plan;
 (b) the requirements of the Local Government Act 1981, have been complied with by the applicant in relation to the proposed subdivision of the land shown on the plan.
 Date: 18/1/96
 (Signature) SA 90063
 Council File No. SA 90063
 This part of certificate to be deleted when the application is only for a consolidated lot or the opening of a new road or where the land to be divided is wholly within the area of operations of the Water Board.
 (Delete if applicable)
 SURVEYORS REFERENCE 89/1914 - 1 CHECKLIST



SHORT LINE TABLE

No.	BEARING	DISTANCE
1	282°40'	30
2	137°45'50"	41.865
3	335°30'20"	16.165
4	330°38'15"	24.84
5	170°08'25"	11.5
6	73°35'25"	7
7	268°42'30"	18
8	138°28'50"	15.725
9	138°28'50"	25.545
10	220°05'20"	8.345

CURVED BOUNDARIES

No.	ARC	CHORD	RADIUS
1	8.48	177°34'35"	8.49
2	6.28	97°22'25"	8.00
3	24.915	47°04'00"	24.905

SCHEDULE OF PERMANENT MARKS USED FOR AZIMUTH

MARK No.	EASTING	NORTHING	ACC. ZONE
PM 30952	355.057208	1.372.717.883	2 56/1
PM 3187	356.037812	1.372.689.577	2 56/1

SOURCE - SOONS MAY 1995
 COMBINED SCALE FACTOR 0.99997

* EASEMENT TO DRAIN WATER 2.5 WIDE

Registered DP 856297
 16-1-1996
 CA N990069 OF 2.1.1996.
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U5455-1#
 Ref. Map: U5472-73# 14#
 Last Plan: DP8425-47
 PLAN of SUBDIVISION of LOT 342
 DP 842547

LGA: MAITLAND
 Locality: ASHTONFIELD
 Parish: MAITLAND
 County: NORTHUMBERLAND

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

I, PHILIP RAYMOND BLACKLEY
 of PUYER COOPER & BLACKLEY
 a Surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate has been made in accordance with the Survey Practice Regulation 1960 and was completed on 30th November 1995.
 (Signature) Philip R. Blackley
 Datum: Line of Azimuth A - B

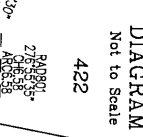
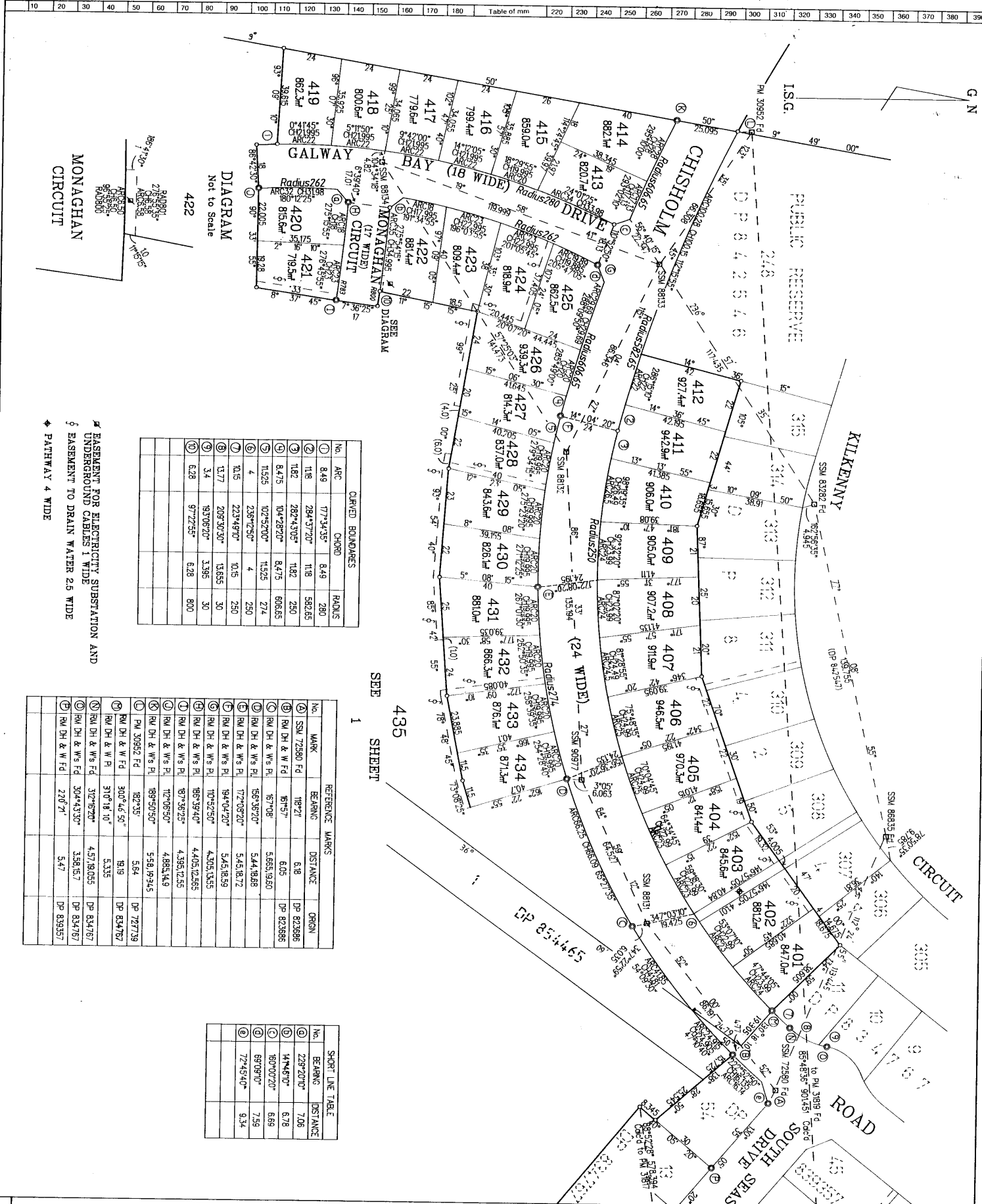
Plans used in preparation of survey/compilation:
 DP 842546 DP 828556
 DP 838587 DP 854465
 DP 834787
 DP 282494
 DP 11988

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, or to create public easements or other public use of land or positive covenants.

IT IS INTENDED TO DEDICATE CHISHOLM ROAD, MONAGHAN CIRCUIT, AND GALWAY BAY DRIVE TO THE PUBLIC AS ROAD

IT IS INTENDED TO DEDICATE THE PATHWAY TO THE PUBLIC PURSUANT TO SECTION 86B OF THE CONVEYANCING ACT 1919 - 1964 IT IS INTENDED TO CREATE:-
 1. EASEMENT TO DRAIN WATER 2.5 WIDE
 2. EASEMENT FOR ELECTRICITY SUBSTATION AND UNDERGROUND CABLES 1 WIDE
 3. RESTRICTION AS TO USER
 4. RESTRICTION AS TO USER

PLAN COLUMN 3
 To be used in conjunction with Plan Form 2
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION
 OFFICE USE ONLY



No.	ARC	CHORD	RADIUS
①	8.49	177.3435*	8.49
②	11.8	284.5720*	11.8
③	13.2	282.4305*	13.2
④	8.475	104.2820*	8.475
⑤	11.525	102.5200*	11.525
⑥	4	238.7250*	4
⑦	10.15	223.4970*	10.15
⑧	13.77	208.3030*	13.77
⑨	3.4	193.0620*	3.395
⑩	6.28	97.7225*	6.28

No.	MARK	BEARING	DISTANCE	ORIGIN
①	SSW 72.580 Fd	189.21	6.18	DP 823866
②	RM DH & W Fd	89.57	6.05	DP 823866
③	RM DH & W S PL	157.08	5.665, 19.60	
④	RM DH & W S PL	156.3620*	5.44, 18.68	
⑤	RM DH & W S PL	172.0820*	5.45, 18.72	
⑥	RM DH & W S PL	184.0420*	5.45, 18.59	
⑦	RM DH & W S PL	103.5250*	4.405, 13.55	
⑧	RM DH & W S PL	186.3940*	4.405, 12.565	
⑨	RM DH & W S PL	87.3625*	4.385, 12.55	
⑩	RM DH & W S PL	112.0650*	4.883, 14.9	
⑪	RM DH & W S PL	189.5050*	5.58, 19.45	
⑫	PL 30952 Fd	82.35*	5.64	DP 727739
⑬	RM DH & W Fd	300.4650*	19.19	DP 834767
⑭	RM DH & W Fd	310.1810*	5.335	
⑮	RM DH & W S Fd	372.0200*	4.57, 19.055	DP 834767
⑯	RM DH & W S Fd	304.4330*	3.58, 15.7	DP 834767
⑰	RM DH & W Fd	220.71*	3.47	DP 839357

No.	BEARING	DISTANCE
①	229.2010*	7.06
②	141.4510*	6.78
③	80.0020*	6.89
④	69.0910*	7.59
⑤	72.4540*	8.34

MONAGHAN BAY (18 WIDE)
 MONAGHAN CIRCUIT

SEE SHEET 1
 435

PLAN DRAWING ONLY TO APPEAR IN THIS SPACE

* EASEMENT FOR ELECTRICITY SUBSTATION AND UNDERGROUND CABLES 1 WIDE
 † EASEMENT TO DRAIN WATER 2.5 WIDE
 ‡ PATHWAY 4 WIDE

Reduction Ratio 1:1000

DP 856297

Registered: 16/11/1996

This is sheet 2 of my plan of 2 sheets

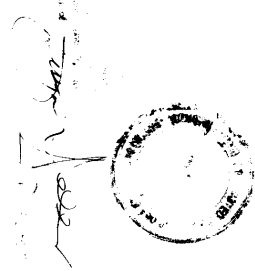
A. E. Hubert
 Surveyor registered under Surveyors Act 1939

This is sheet 2 of my plan of 2 sheets
 made pursuant to section 2.1.96

[Signature]
 Authorised Person

For use where stated is null and void in any other jurisdiction

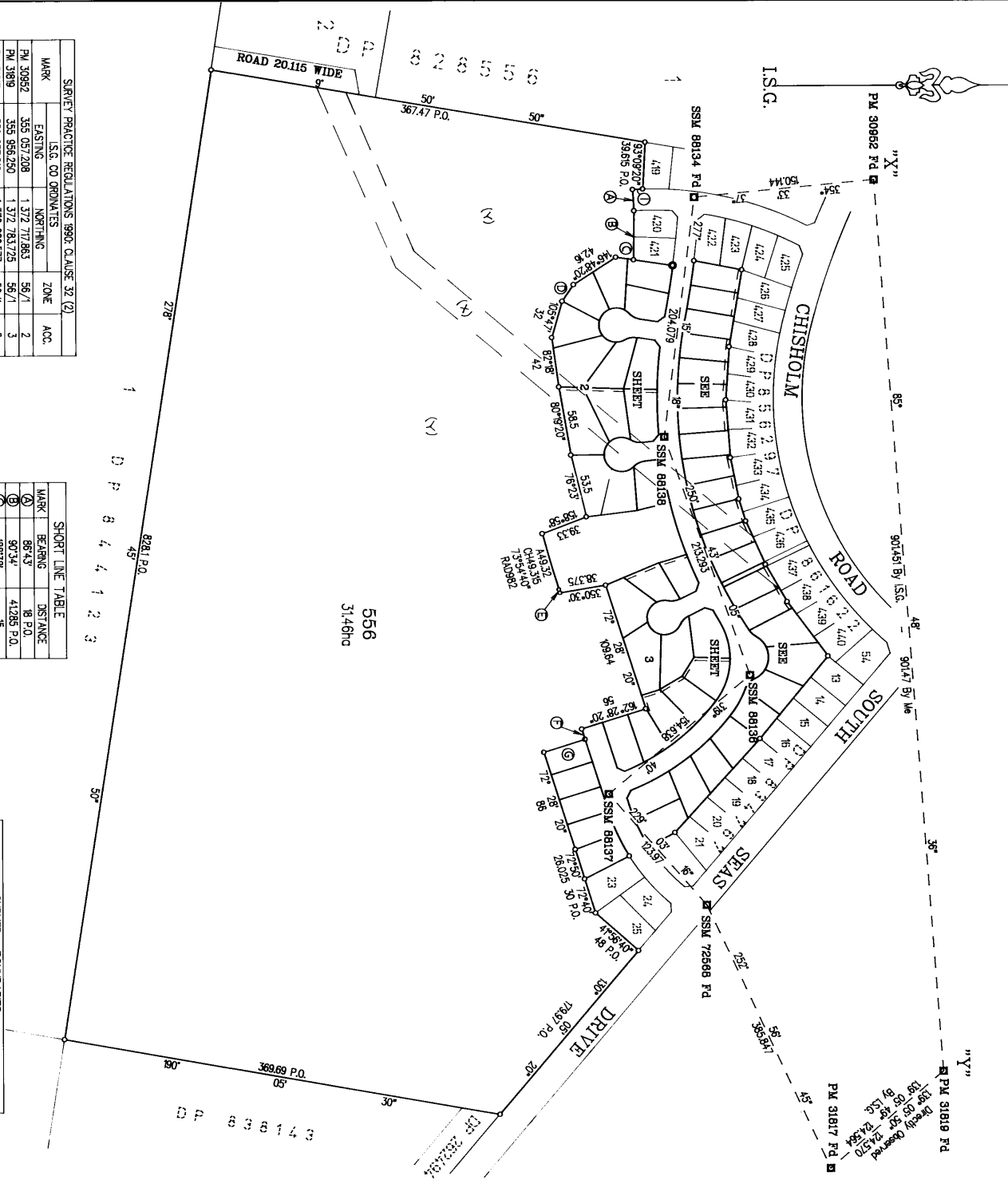
PLAN FORM 2
 SIGNATURE AND SEALS ONLY.



Crown Lands Office Approval
 PLAN APPROVED
 Land District: ...
 Paper No.: ...
 Field Book: ...

Council's Certificate
 I hereby certify that:
 (a) the requirements of the Local Government Act, 1989 (other than the requirements for the registration of plans), and
 (b) the requirements of the Subdivisions Act, 1988 (other than the requirements of Part 3 Division 1 of the same Water Board Corporation) have been complied with by the applicant in relation to the proposed SUBDIVISION
 Subdivision No. 90069
 Date: 21.1.97
 Council File No. SA 90069
 This part of certificate to be retained where the application is only for a minor subdivision and the applicant is a member of the Water Board and the Home Water Corporation Ltd.
 Council's representative

(X) LAND EXCLUDES MINERALS - S171 CLC ACT 1989
 (Y) RESERVATIONS & CONDITIONS IN CROWN GRANT
 (V) BENEFITED BY EASEMENT TO DRAIN WATER 2.5 WIDE - DP8-2546, DP8-2547, DP856297
 (W) LAND EXCLUDES MINERALS & MINERAL COAL - 183283



SURVEY PRACTICE REGULATIONS 1990 CLAUSE 37 (2)			
MARK	IS.G. CO ORDINATES	ZONE	ACC.
PM 30952	355 057 208	1 372 717 663	56/1
PM 31819	355 956 250	1 372 783 725	56/1
PM 31817	356 037 812	1 372 868 577	56/1

SHORT LINE TABLE			
MARK	BEARING	DISTANCE	18 P.O.
①	86°43'	18 P.O.	41285 P.O.
②	90°34'	15	17
③	188°38'	17	3
④	124°06'	17	3
⑤	77°28'20"	17	3
⑥	82°28'20"	38	38

CURVED BOUNDARIES			
No.	ARC	BEARING	RADIUS
①	849 P.O.	177°35'	849 P.O.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY
DP 865872

Registered
 CA: N9 90069 OF 21.1.1997
 The System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U 8485 - 18/74
 Last Plan: DP861622

PLAN OF SUBDIVISION OF LOT 441
 DP 861822
 Lengths are in metres. Reduction Ratio 1:2500

LGA: MAITLAND
 Locality: ASHTONFIELD
 Parish: MAITLAND
 County: NORTHUMBERLAND

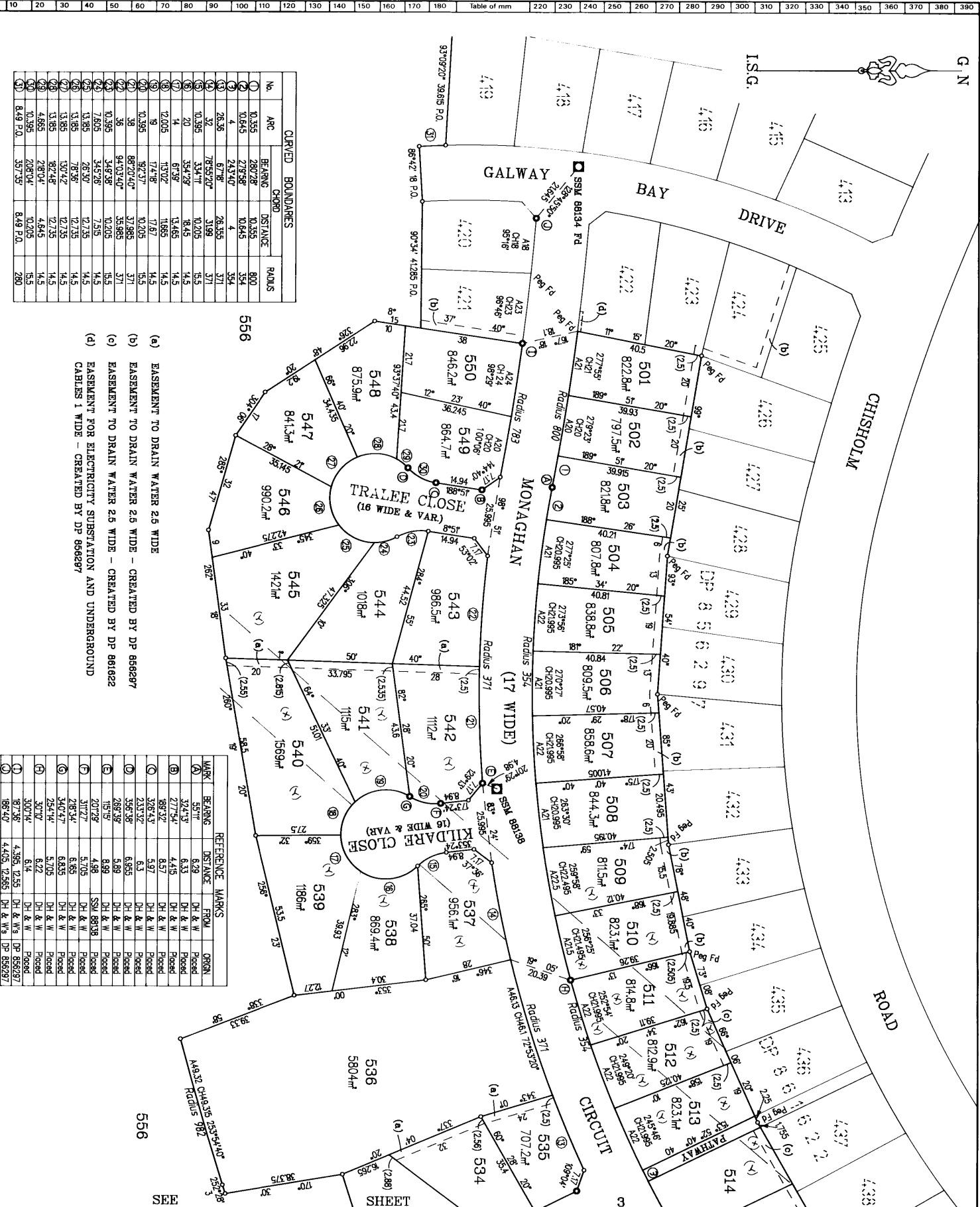
This is sheet 1 of my plan in 3 sheets.
 (Delete if inapplicable)
 I, PHILIP RAYMOND BLACKLEY
 of PULVER COOPER & BLACKLEY
 of PO Box 729K NEWCASTLE, 2300
 do hereby certify that the Survey Regulation 1990 and was
 completed on 18th October 1996
 Survey registered under Survey Act, 1988
 Depute Line of Authority

Plans used in preparation of survey/compilation:
 DP 861822
 DP 842852
 DP 847887
 DP 849085

PLAN FOR USE ONLY for statements of intention to reduce payments, restrictions on the use of land or positive covenants.
 IT IS INTENDED TO DEDICATE MONAGHAN CIRCUIT KERRY CLOSER, KIDDAE CLOSE & FRANK AS ROADS TO THE PUBLIC AS ROAD
 IT IS INTENDED TO DEDICATE THE PATHWAY TO THE PUBLIC PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 1984. IT IS INTENDED TO CREATE:
 1 EASEMENT TO DRAIN WATER 2.5 WIDE
 2 RESTRICTIONS AS TO USER

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



No.	ARC	BEARING	DISTANCE	RADIUS
1	10.355	280.278	10.355	800
2	10.845	279.788	10.845	354
3	4	243.40	4	354
4	20.36	67.78	20.365	371
5	32	78.5520	31.99	371
6	10.395	334.77	10.205	15.5
7	14	67.58	13.465	14.5
8	12.005	113.02	11.665	14.5
9	19	174.78	7.67	14.5
10	10.395	92.737	10.205	15.5
11	38	92.737	37.985	371
12	38	94.0340	33.985	371
13	10.395	34.978	10.205	15.5
14	7.665	34.978	7.555	14.5
15	13.85	163.30	12.735	14.5
16	13.85	163.30	12.735	14.5
17	13.85	163.30	12.735	14.5
18	13.85	163.30	12.735	14.5
19	13.85	163.30	12.735	14.5
20	13.85	163.30	12.735	14.5
21	10.395	208.04	10.205	15.5
22	8.49	357.35	8.49	280

- (a) EASEMENT TO DRAIN WATER 2.5 WIDE
- (b) EASEMENT TO DRAIN WATER 2.6 WIDE - CREATED BY DP 868297
- (c) EASEMENT TO DRAIN WATER 2.6 WIDE - CREATED BY DP 861822
- (d) EASEMENT FOR ELECTRICITY SUBSTATION AND UNDERGROUND CABINETS 1 WIDE - CREATED BY DP 868297

MARK	BEARING	DISTANCE	FROM	ORIGIN
A	55.77	6.29	DH & W	Placed
B	32.47	6.33	DH & W	Placed
C	277.54	4.415	DH & W	Placed
D	88.32	8.57	DH & W	Placed
E	326.43	5.97	DH & W	Placed
F	233.32	6.3	DH & W	Placed
G	268.38	6.955	DH & W	Placed
H	165.9	5.89	DH & W	Placed
I	207.28	4.98	SSM 86158	Placed
J	311.27	5.705	SSM 86158	Placed
K	218.54	6.855	DH & W	Placed
L	340.47	5.705	DH & W	Placed
M	254.74	5.705	DH & W	Placed
N	307.4	6.14	DH & W	Placed
O	87.38	4.395	DH & W	Placed
P	198.40	4.405	DH & W	Placed

Plan Drawing only to appear in this space

REDUCED REFERENCE: 83/1915

DP 865872

Registered: 20.1.1097

16th October 1998

R. R. R. R.

Surveyor registered under Surveyors Act 1929

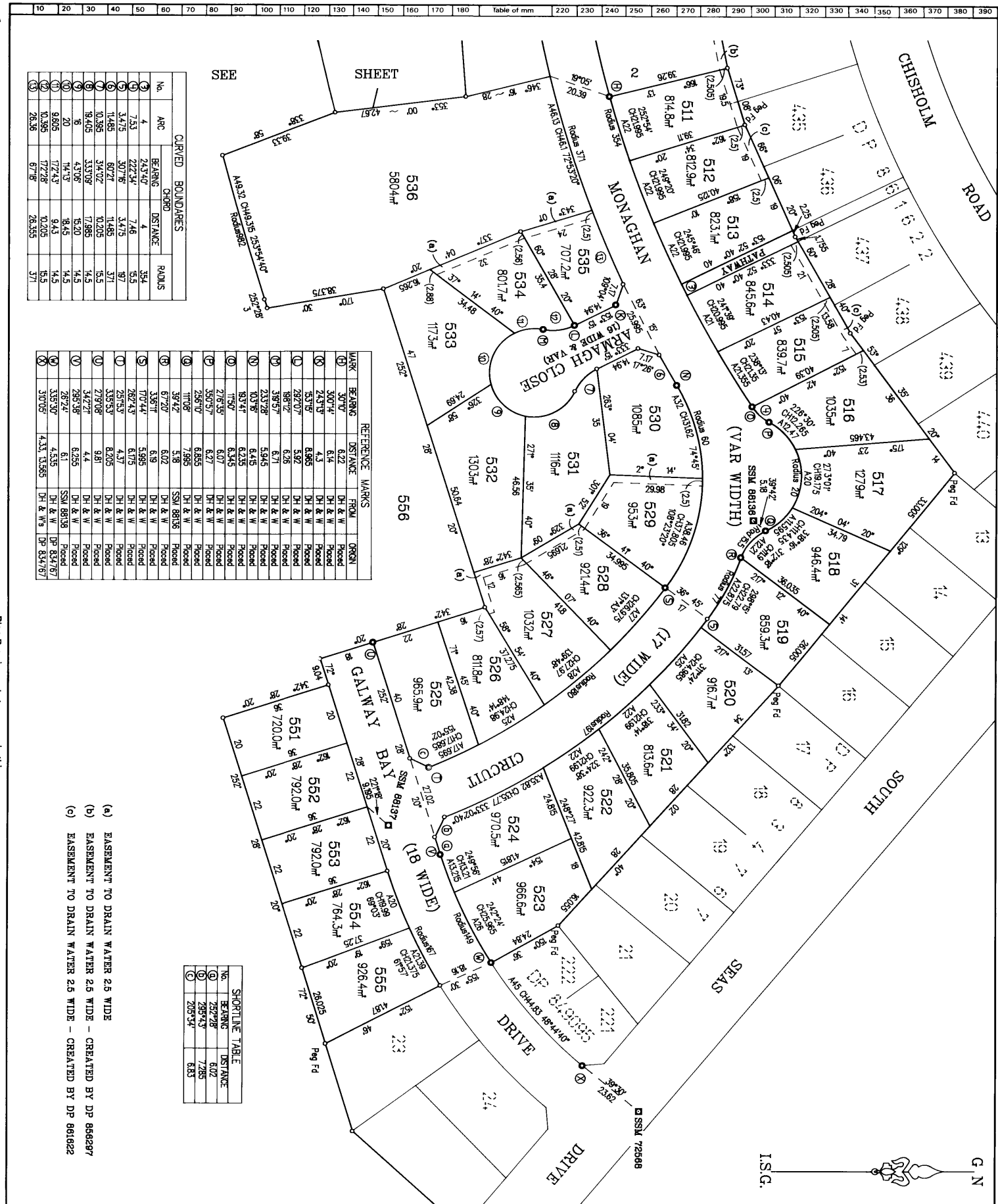
This is sheet 2 of my plan of 3 sheets covered by my Certificate No. 90069 of 21.1.97

[Signature]

General Manager/Authorised Person

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

Reduction Ratio 1:800



SEE SHEET

CURVED BOUNDARIES

No.	ARC BEARING	CHORD DISTANCE	RADIUS
1	243.40°	4	354
2	222.34°	7.46	15.5
3	34.75°	30.78	34.75
4	14.85°	80.77	11.65
5	10.395°	314.02	10.205
6	18.405°	333.09	17.995
7	6	43.08	6.20
8	20	14.13	8.45
9	9.605	172.43	9.43
10	10.395	172.28	10.205
11	28.36	67.8	15.5
12	28.36	67.8	15.5

REFERENCE MARKS

MARK	BEARING	DISTANCE	FROM	ORIGIN
①	300°4'	6.22	DM & W	Placed
②	243°18'	6.14	DM & W	Placed
③	243°18'	4.43	DM & W	Placed
④	333°13'	8.805	DM & W	Placed
⑤	292°07'	3.92	DM & W	Placed
⑥	388°12'	6.28	DM & W	Placed
⑦	319°57'	6.71	DM & W	Placed
⑧	233°28'	5.945	DM & W	Placed
⑨	103°8'	6.415	DM & W	Placed
⑩	93.41'	6.235	DM & W	Placed
⑪	119°0'	6.345	DM & W	Placed
⑫	278°35'	6.07	DM & W	Placed
⑬	350°57'	6.27	DM & W	Placed
⑭	256°0'	6.855	DM & W	Placed
⑮	110°0'	7.995	DM & W	Placed
⑯	39.42'	5.18	SSM 88136	Placed
⑰	67°20'	6.02	DM & W	Placed
⑱	338°11'	6.19	DM & W	Placed
⑲	170°44'	5.995	DM & W	Placed
⑳	282°43'	6.175	DM & W	Placed
㉑	293°53'	4.37	DM & W	Placed
㉒	335°53'	8.205	DM & W	Placed
㉓	279°08'	9.81	DM & W	Placed
㉔	342°27'	4.4	DM & W	Placed
㉕	295°38'	6.295	DM & W	Placed
㉖	282°24'	6.1	SSM 88138	Placed
㉗	335°30'	4.535	DM & W	Placed
㉘	370°0'	4.53	DM & W	Placed
㉙	370°0'	4.53	DM & W	Placed

SHORTLINE TABLE

No.	BEARING	DISTANCE
①	282°28'	6.02
②	285°43'	7.285
③	205°34'	6.83

- (a) EASEMENT TO DRAIN WATER 2.5 WIDE
- (b) EASEMENT TO DRAIN WATER 2.5 WIDE - CREATED BY DP 856287
- (c) EASEMENT TO DRAIN WATER 2.5 WIDE - CREATED BY DP 861622

Plan Drawing only to appear in this space

Surveyor's Reference: 99/1975

DP 865872

Registered: 29/1/1997

This is sheet 3 of my plan in 3 sheets dated 16th October 1996

P. J. Huxley

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 3 90069 sheets covered by my Certificate No. 21.1.97

D. J. Evans

General Manager/Authorised Person

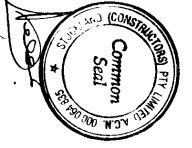
For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1800

PLANFORM 2

SIGNATURES AND SEALS ONLY

The Common Seal of the Company was hereunto affixed by authority of the Board of Directors and in the presence of the Secretary



MARK	EASTING	NORTHING	ZONE	ACC.
SSW 88134	355 071.428	1 372 569.4	56/1	2
SSW 88136	355 475.191	1 372 613.08	56/1	2
SSW 88137	355 575.276	1 372 489.222	56/1	2
SSW 88138	355 273.863	1 372 542.64	56/1	2

COMBINED SEA LEVEL & SCALE FACTOR: 0.99997
 SOURCE: I.S.G. CO ORDINATE ADOPTED FROM
 S.O.M.S. AS AT 23rd MAY 1997

RESERVATIONS & CONDITIONS IN COMMON GRANT EXCLUDES MINERALS & MINERAL COAL - 182283
 (Y) BENEFITED BY EASEMENT TO DRAIN WATER 2.5 WIDE-DP 842544, DP 842547, DP 866997, DP 865872

No.	BEARING	DISTANCE
1	12°16'	50.01
2	135°02'	18.045
3	130°15'40"	39.5
4	198°00'20"	20.595
5	115°03'	45.13
6	105°43'	18.76
7	99°16'	19.42
8	92°43'	19.42
9	86°09'	20.585
10	83°21'	20.8
11	82°13'	20.8
12	81°01'20"	82.44
13	72°28'10"	24.455
14	346°14'20"	2.235
15	75°40'20"	39.915
16	72°50'	26.025 P.O.
17	72°40'	30 P.O.
18	41°56'40"	4.8 P.O.
19	76°28'20"	6.895

No.	BEARING	DISTANCE
1	12°16'	50.01
2	135°02'	18.045
3	130°15'40"	39.5
4	198°00'20"	20.595
5	115°03'	45.13
6	105°43'	18.76
7	99°16'	19.42
8	92°43'	19.42
9	86°09'	20.585
10	83°21'	20.8
11	82°13'	20.8
12	81°01'20"	82.44
13	72°28'10"	24.455
14	346°14'20"	2.235
15	75°40'20"	39.915
16	72°50'	26.025 P.O.
17	72°40'	30 P.O.
18	41°56'40"	4.8 P.O.
19	76°28'20"	6.895

PLAN OF SUBDIVISION OF LOT 556, DP 865872
 LGA: MAITLAND
 Parish: MAITLAND
 County: NORTHAMBERLAND

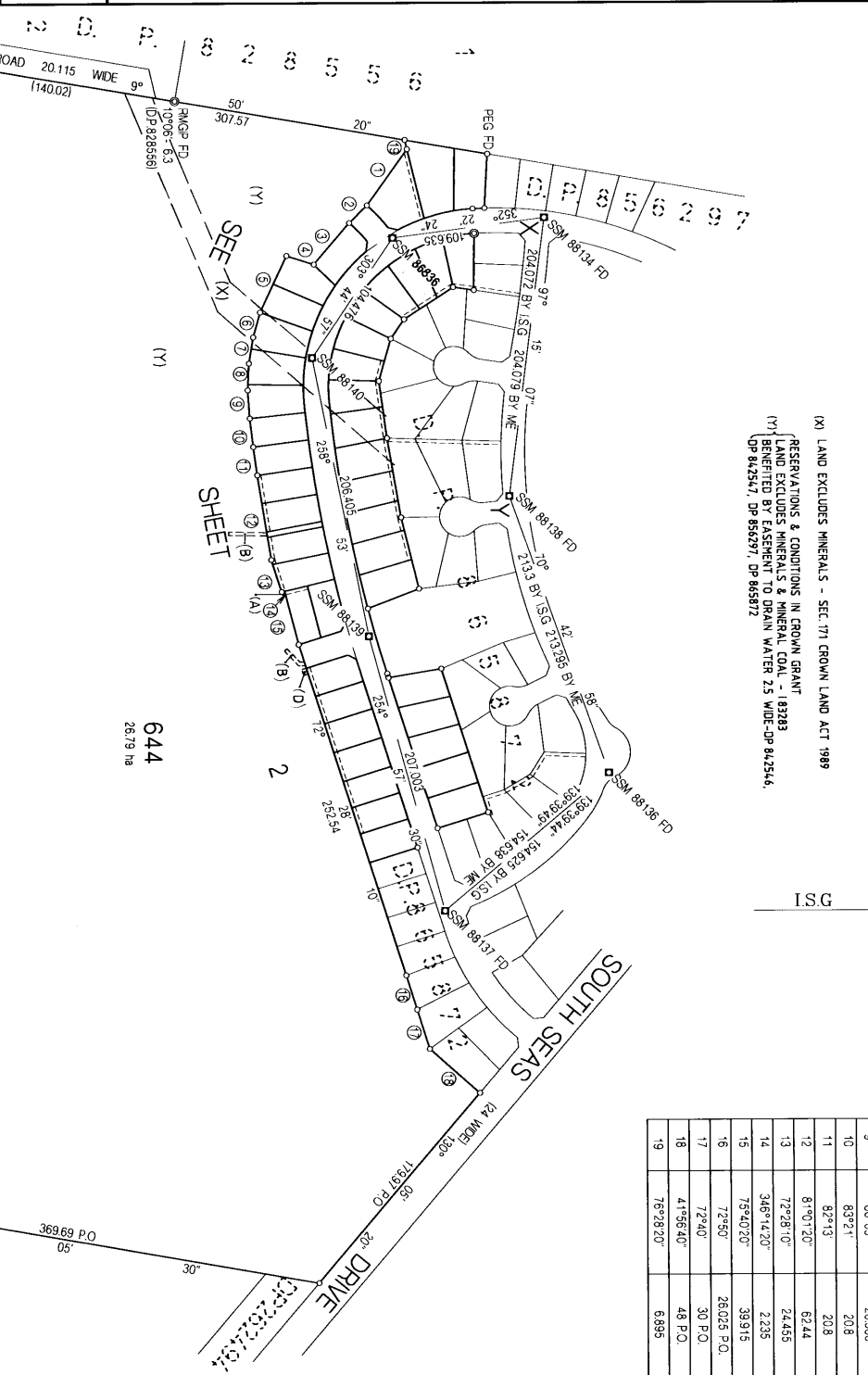
Lengths are in metres. Reduction ratio: 1:2500

Crown Land Office Approval
 PLAN APPROVED
 Authorised Officer

Land District: _____
 Field Book: _____ page: _____

Council's Certificate

I hereby certify that -
 (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans) and
 (b) the requirements of the Subdivisions Act, 1981 (other than the requirements for the registration of plans) have been complied with by the applicant in relation to proposed SUBDIVISION (insert "new road", "subdivision" or "consolidated lot") set out herein
 Subdivision No. 90069
 Date 12/1/98
 (Signature) Mark Stiller
 Council File No. 589006858



PLAN FOR USE ONLY for statements of intention to create easements, reservations, restrictions on the use of land or positive covenants.
 IT IS INTENDED TO DEDICATE GALWAY BAY DRIVE AND MURPHY CIRCUIT TO THE PUBLIC AS ROADS.
 IT IS INTENDED TO DEDICATE THE PATHWAY 4 WIDE TO THE PUBLIC.
 PURSUANT TO SECTION 88B OF THE COVENANTS ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:
 1. EASEMENT TO DRAIN WATER 2.5 WIDE
 2. EASEMENT TO DRAIN WATER 3 WIDE
 3. RESTRICTIONS ON THE USE OF LAND
 4. EASEMENT FOR ELECTRICITY SUBSTATION 3.5 WIDE

7 Deeds if applicable

PLANFORM 2

Table of mm

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390
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PLANFORM 2

PLANFORM 2

PLANFORM 2

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

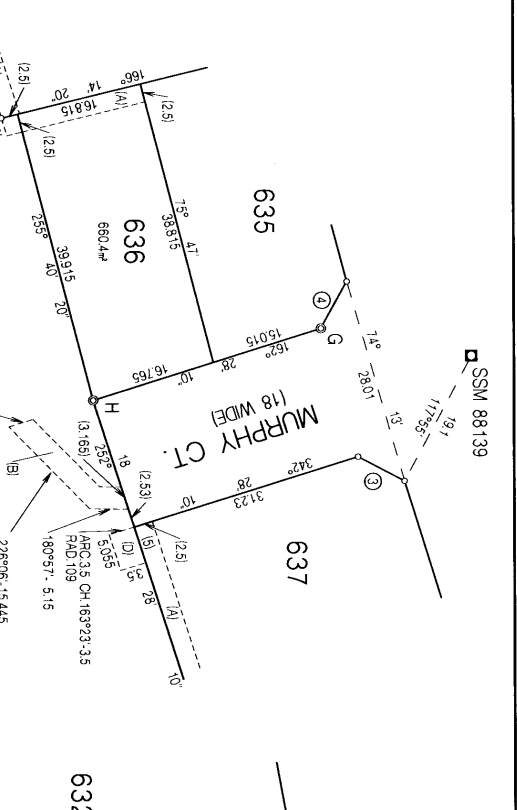
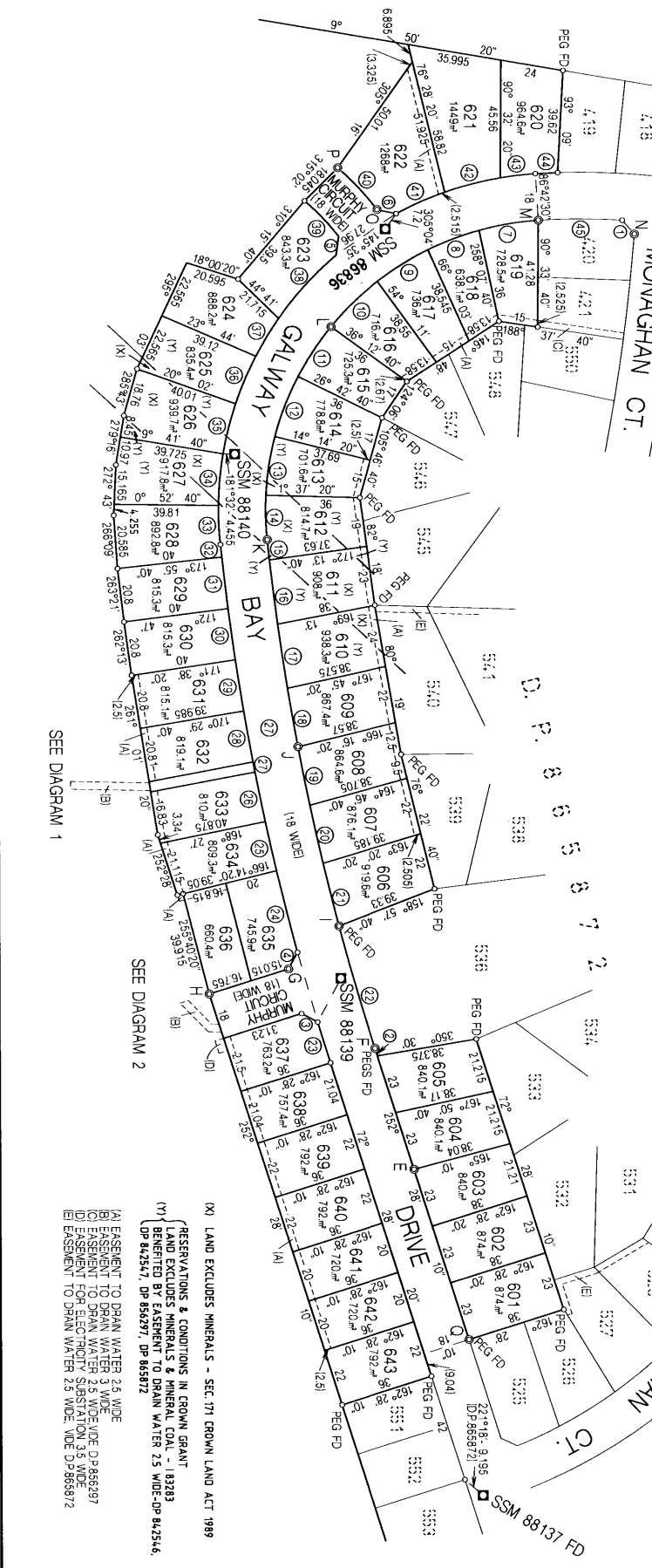


DIAGRAM 2
SCALE 1500



DIAGRAM 1
SCALE 1500

SHORT LINES			CURVED BOUNDARIES			REFERENCE MARKS		
Line	Bearing	Distance	Line	Bearing	Distance	Line	Bearing	Distance
1	49°20'	7.06	1	36°02'	22.96	1	298°09'	6.115
2	252°28'	3	2	35°02'	22.96	2	26°43'	6.115
3	28°01'	7.005	3	339°13'	20.97	3	297°31'	6.175
4	118°40'	7.22	4	37°56'	22.96	4	288°29'	6.3
5	97°16'	7.285	5	315°41'	24.95	5	208°20'	6.01
6	182°28'	7.455	6	103°25'	22.96	6	297°07'	6.15
			7	303°25'	24.95	7	189°01'	4.987
			8	24°55'	22.96	8	252°20'	4.987
			9	172°13'	24.95	9	189°01'	4.987
			10	112°30'	82°13'	10	300°07'	6.165
			11	311°32'	83°21'	11	300°07'	6.21
			12	231°06'	24.95	12	302°40'	6.21
			13	278°51'	22.96	13	339°57'	5.98
			14	289°35'	17.11	14	329°27'	5.975
			15	283°39'	17.81	15	312°27'	6.25
			16	285°01'	17.81	16	304°48'	6.21
			17	283°01'	28	17	302°40'	6.21
			18	285°14'	28	18	339°57'	5.98
			19	286°10'	23	19	312°27'	6.25
			20	289°44'	23	20	304°48'	6.21
			21	287°29'	23	21	302°40'	6.21
			22	286°05'	25	22	339°57'	5.98
			23	285°54'	49.315	23	312°27'	6.25
			24	285°57'	16.5	24	304°48'	6.21
			25	285°7'	32.5	25	302°40'	6.21
			26	285°6'	19.5	26	339°57'	5.98



SEE DIAGRAM 1

SEE DIAGRAM 2

MARK	BEARING	DISTANCE	FROM	ORIENT
E	298°09'	6.115	D-H-W	PLACED
F	297°31'	6.175	D-H-W	PLACED
G	208°20'	6.01	D-H-W	PLACED
H	297°07'	6.15	D-H-W	PLACED
I	189°01'	4.987	D-H-W	PLACED
J	300°07'	6.165	D-H-W	PLACED
K	304°48'	6.21	D-H-W	PLACED
L	302°40'	6.21	D-H-W	PLACED
M	339°57'	5.98	D-H-W	PLACED
N	312°27'	6.25	D-H-W	PLACED
O	304°48'	6.21	D-H-W	PLACED
P	279°08'	9.61	D-H-W	PLACED
Q	342°21'	4.4	D-H-W	PLACED

- (A) EASEMENT TO DRAIN WATER 2.5 WIDE
- (B) EASEMENT TO DRAIN WATER 3 WIDE
- (C) EASEMENT TO DRAIN WATER 2.5 WIDE WIDE DP 866297
- (D) EASEMENT FOR ELECTRICITY SUBSTATION 3.5 WIDE
- (E) EASEMENT TO DRAIN WATER 2.5 WIDE WIDE DP 865872
- (X) LAND EXCLUDES MINERALS - SEC. 171 CROWN LAND ACT 1989
- (Y) RESERVATIONS & CONDITIONS IN CROWN GRANT
- (Z) LAND EXCLUDES MINERALS & MINERAL COAL - 132383
- (AA) BENEFITED BY EASEMENT TO DRAIN WATER 2.5 WIDE-DP 842564
- (AB) DP 842547, DP 856297, DP 845872

OFFICE USE ONLY

DP 875369

Registered: *[Signature]* 3-3-1998

This is sheet 2 of my plan in 2 sheets dated 22nd DECEMBER 1997

[Signature]
Surveyor registered under surveyors Act 1929

This is sheet 2 of the plan of 54 900 6954 sheets covered by my Certificate No. 12/12/98

Mark SWAN.
Authorized Person

The Crown Land Office
 is pleased to advise
 that the following
 Crown Land Office
 has been approved
 for the purposes of
 the Crown Land Act 1988

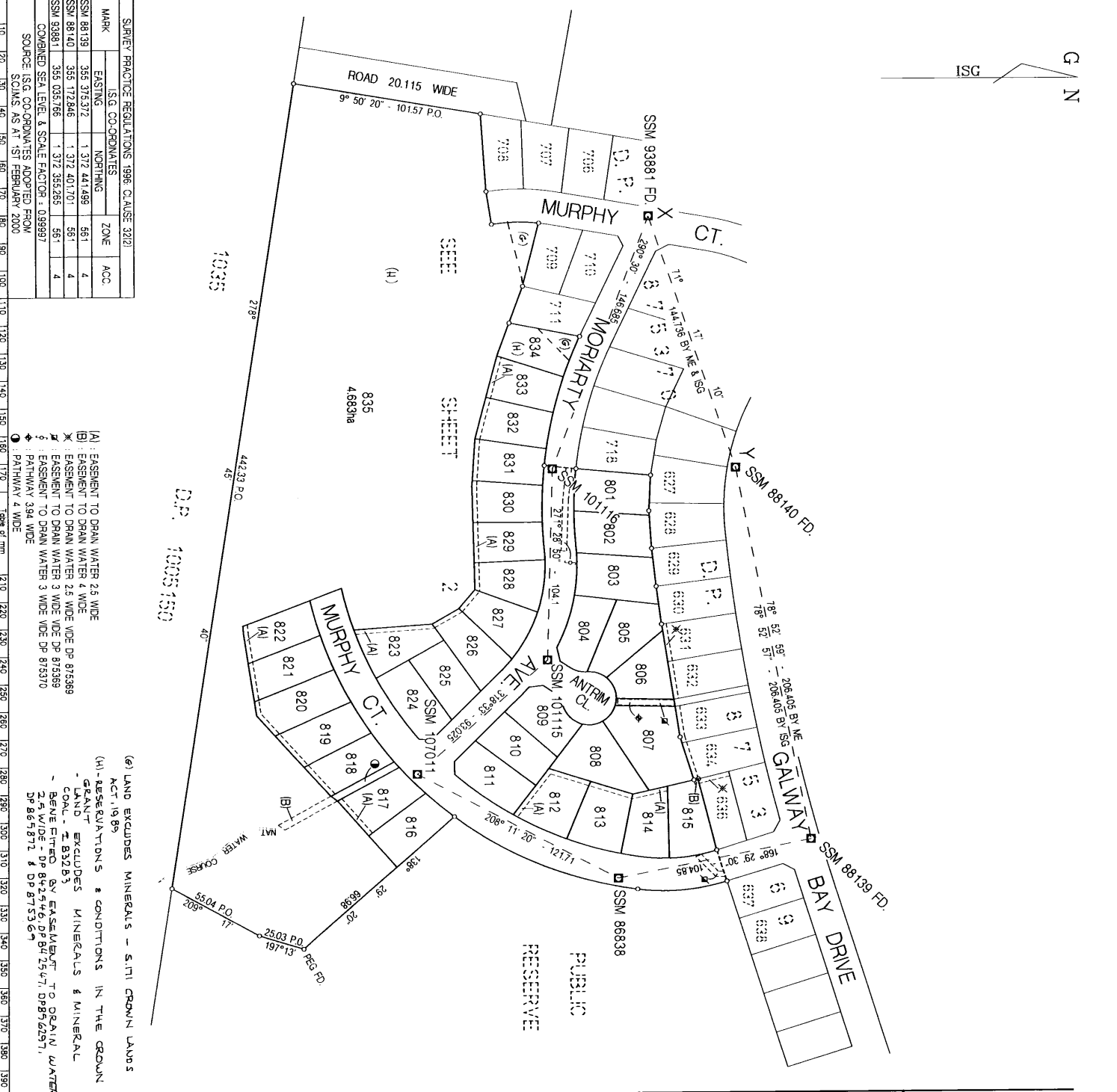
[Signature]
 Crown Land Office
 17/5/2000

Crown Land Office Approval
 PLAN APPROVED
 Authorising Officer: _____
 Land District: _____
 Paper No: _____
 Field Book: _____
 pages: _____

Council's Certificate
 I hereby certify that:
 (a) The requirements of the Land Management Act 1988 have been complied with by the applicant in relation to the proposed subdivision.
 (b) The requirements of the Environmental Planning and Assessment Act 1979 have been complied with by the applicant in relation to the proposed subdivision.
 (c) The requirements of the Environmental Planning and Assessment Act 1979 have been complied with by the applicant in relation to the proposed subdivision.
 (d) The requirements of the Environmental Planning and Assessment Act 1979 have been complied with by the applicant in relation to the proposed subdivision.
 (e) The requirements of the Environmental Planning and Assessment Act 1979 have been complied with by the applicant in relation to the proposed subdivision.

Subdivision No: **1005150**
 Date: **2.5.2000**
 (Signature) *[Signature]*
 Council File No: **SA 1005150**

*The part of certificate to be deleted where the application is only for a subdivision of land for the purposes of the Crown Land Act 1988 and the holder Water Corporation Ltd
 *Delete if inapplicable



REGISTERED: DP1011483
SEE CERTIFICATE
 The System: **TORRENS**
 Purpose: **SUBDIVISION**
 Ref. Map: **U 5465-1***
 Last Plan: **DP 881678**

PLAN OF SUBDIVISION OF LOT 7190
 DP 881678

LGA: MAITLAND
Suburb/Locality: ASHTONFIELD
Perch: MAITLAND
County: NORTHUMBERLAND

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

Survey Certificate
 I, **PHILIP RAYMOND BLANDLEY**, of 31 DABBY STREET, NEWCASTLE, a surveyor registered under the Surveyors Act 1992, do hereby certify that the above plan is a true and correct copy of the original plan as shown to me in accordance with the Surveyors Act 1992 and that the same was completed on **17TH FEBRUARY 2000**.
 The survey relates to:
 (Delete if not applicable)
 (a) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (b) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (c) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (d) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (e) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (f) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (g) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (h) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (i) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (j) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (k) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (l) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (m) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (n) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (o) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (p) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (q) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (r) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (s) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (t) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (u) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (v) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (w) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (x) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (y) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;
 (z) the land shown in the plan, or part of the land shown in the plan, or the subject of the survey;

PLANNING:
 (a) EASEMENT TO DRAIN WATER 2.5 WIDE
 (b) EASEMENT TO DRAIN WATER 4 WIDE
 (c) EASEMENT TO DRAIN WATER 2.5 WIDE WIDE DP 875389
 (d) EASEMENT TO DRAIN WATER 3 WIDE WIDE DP 875370
 (e) EASEMENT TO DRAIN WATER 3 WIDE WIDE DP 875370
 (f) PATHWAY 3.94 WIDE
 (g) PATHWAY 4 WIDE

LAND EXCLUDES MINERALS - S.LITL CROWN LANDS ACT 1989
 (a) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (b) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (c) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (d) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (e) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (f) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (g) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (h) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (i) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (j) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
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 (l) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (m) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
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 (o) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (p) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (q) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
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 (s) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (t) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (u) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (v) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (w) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (x) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (y) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS
 (z) RESERVATIONS & CONDITIONS IN THE CROWN LAND EXCLUDES MINERALS & MINERAL RIGHTS

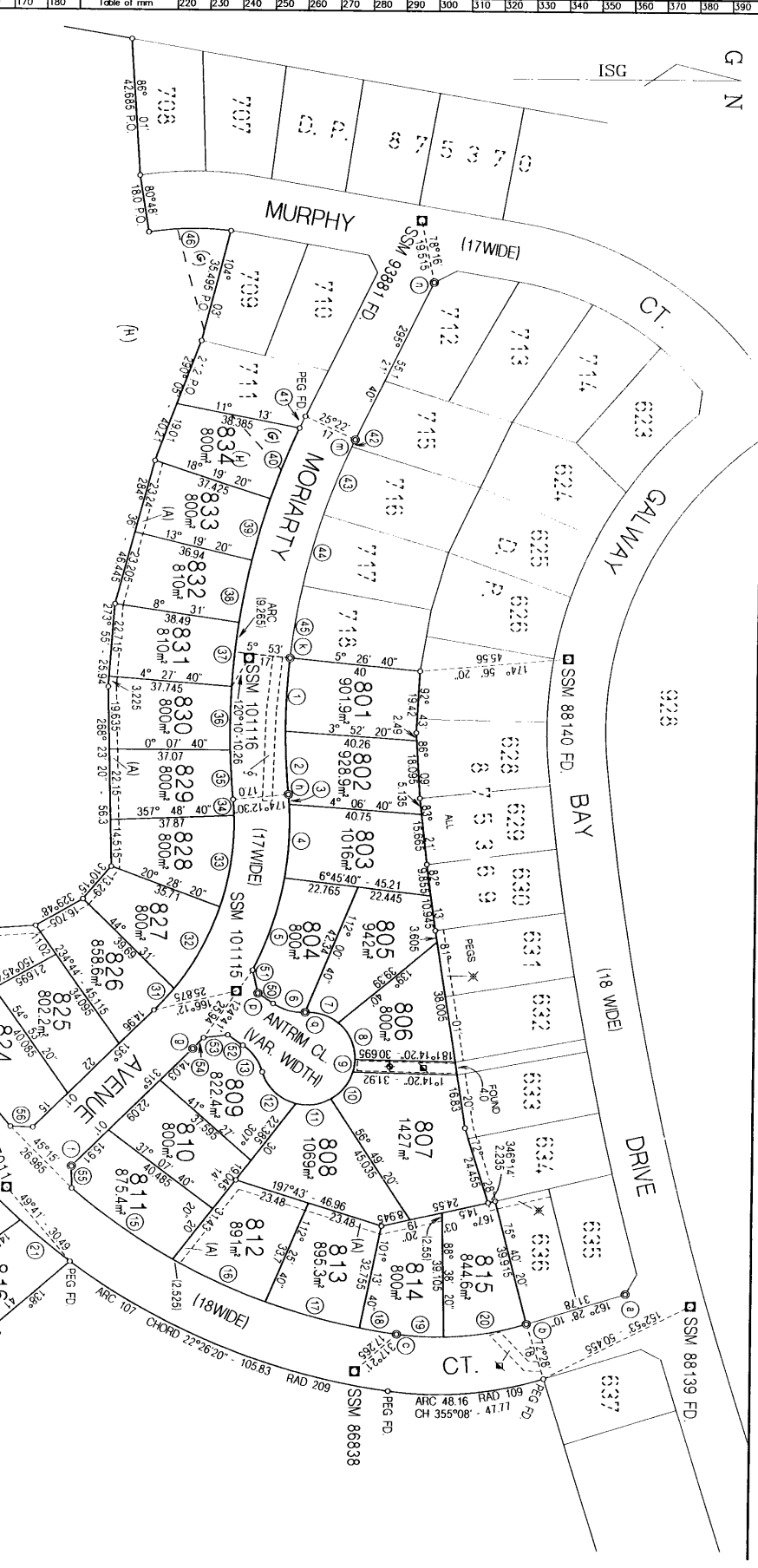
PLANNING TO SEC 886 OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:
 1. EASEMENT TO DRAIN WATER 2.5 WIDE
 2. EASEMENT TO DRAIN WATER 4 WIDE
 3. RESTRICTIONS AS TO USER

LINE	BEARING	DISTANCE	ARC	RADIUS
1	277°45'	22.99	23	210
2	266°45'	19.60	18.805	210
3	265°08'	3.95	3.195	98.5
4	272°45'	22.95	23	98.5
5	288°17'	30.27	30.99	98.5
6	193°28'	10.705	10.395	18.5
7	197°54'	10.695	10.85	14.5
8	245°09'	12.64	12.97	14.5
9	278°39'	3.97	3.885	14.5
10	308°18'	10.76	11.025	14.5
11	357°57'	10.76	11.025	14.5
12	43°23'	14.385	14.385	14.5
13	53°54'	10.205	10.395	15.5
14	73°46'	23.75	23.77	19.1
15	215°26'	38.35	38.415	19.1
16	204°57'	37.465	37.5	19.1
17	195°43'	29.97	30	19.1
18	189°30'	11.515	11.52	19.1
19	183°12'	14.485	14.5	91
20	170°33'	25.595	25.68	91
21	395°17'	20.005	20.01	209
22	45°20'	20.005	20.01	209
23	48°38'	4.105	4.105	209
24	57°56'	19.99	19.99	209
25	57°25'	19.99	19.99	209
26	62°54'	19.99	19.99	209
27	68°33'	19.99	19.99	209
28	73°52'	19.99	19.99	209
29	245°51'	28.97	29	19.1
30	235°24'	40.59	40.585	19.1

LINE	BEARING	DISTANCE	ARC	RADIUS
31	137°48'	9.17	9.175	81.5
32	178°20'	28.915	29.1	81.5
33	97°26'	28.915	28.915	81.5
34	86°07'	5.125	5.125	81.5
35	86°10'	15.535	15.535	227
36	90°39'	19.995	20	227
37	95°42'	19.995	20	227
38	100°45'	19.995	20	227
39	115°48'	19.995	20	227
40	114°19'	23.765	23.765	227
41	114°51'	4.1	4.1	227
42	295°02'	2.38	2.38	210
43	291°33'	22.99	23	210
44	285°18'	22.99	23	210
45	279°02'	22.99	23	210
46	358°44'	25.4 P.O.	25.22 P.O.	91

MARK	BEARING	DISTANCE	FROM	TO
a	205°20'	6.01	DH & WING Fd	g
b	297°07'	6.15	DP 8753691	h
c	189°01'	9.87	DH & WING Fd	i
d	225°20'	4.385	DP 8753691	j
e	317°21'	11.265	SSM 66838	k
f	220°58'	7.645	DH & WING	l
g	24°50'	6.14	DH & WING	m
h	295°30'	6.105	DH & WING	n
i	212°05'	6.535	DH & WING Fd	o
j	235°33'	13.44	DH & WING	p
k	45°00'	4.29	SSM 101115	q
l	314°54'	8.95	DH & WING	r

MARK	BEARING	DISTANCE	FROM	TO
g	88°55'	6.125	DH & WING	g
h	31°52'	6.17	DH & WING	h
i	70°46'	9.99	DH & WING	i
j	37°47'	4.395	DH & WING Fd	j
k	69°21'	5.925	DH & WING Fd	k
l	74°11'	6.095	DP 8753701	l
m	340°19'	6.305	DH & WING Fd	m
n	94°1'	6.68	DP 8753701	n
o	285°48'	5.65	SSM 101115	o
p	317°03'	5.97	DH & WING	p
q	228°31'	8.49	DH & WING	q



Registered: **DP1011483** 17.5.2000

This is sheet 2 of my plan in 2 sheets dated

Surveyor registered under surveyors Act 1929

This is sheet 2 of the plan of 2 streets covered by my certificate No 2000 of 20 2000

Surveyor: *R. E. Rubens*

Consent: *Approved*

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

Reduction Ratio 1:1000

Surveyors Reference: 89/99/8

RP 88



B



1
083283 P

DEPARTMENTAL DEALING



THIS DOCUMENT IS DESIGNED TO RECORD THE EFFECT OF DEPARTMENTAL ACTIONS AND AMENDMENTS ON COMPUTER FOLIOS

DD

Note (1)

/	of	/
\$ NO FEE		-

FOLIO IDENTIFIER	FOLIO IDENTIFIER	FOLIO IDENTIFIER	Location
1/791811			
102-103/825585			
101/825585			

REASON FOR PREPARATION: ^{Note (2)} (SEE E 906647 WHICH EXCLUDES ALL COAL & OTHER MINERALS) - TO NOTIFY VESTING OF COAL IN THE STATE OF NEW SOUTH WALES BY VIRTUE OF THE COAL ACQUISITION ACT 1981 - NOW COMPRISED IN LOTS 1 AND 2 IN DP126368 AND LOT 1 IN DP 126453 AND TO EXCLUDE MINERALS COMPRISED IN LOTS 1 AND 2 IN DP126367 FROM LOTS 102 & 103 IN DP 825585 AND COAL COMPRISED IN LOT 1 IN DP126453 FROM LOT 101 IN DP825585 AND COAL COMPRISED IN LOTS 1 AND 2 IN DP126368 FROM LOTS 102 & 103 IN DP825585.

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME
1/791811	PROP	THE STATE OF NEW SOUTH WALES AS REGARDS PART BEING ALL COAL COMPRISED IN LOTS 1 AND 2 IN DP126368 AND IN LOT 1 IN DP126453 AND RATHVALE PTY. LTD AS REGARDS THE RESIDUE BEING LOTS 101-103 IN DP825585 AND LOTS 1 AND 2 IN DP126367

SECOND SCHEDULE AND OTHER DIRECTIONS

(D) FOLIO IDENTIFIER	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS
1/791811	OFF	ZZ	DP825585	
	ON	PL	DP126367	
	ON	PL	DP126368	
	ON	PL	DP126453	
	ON	ZZ		NEW FOLIOS HAVE BEEN CREATED FOR LOTS 1 AND 2 IN DP126368, LOT 1 IN DP126453, LOTS 101-103 IN DP825585 AND LOTS 1 AND 2 IN DP126367
102/825585	BFOR	X	Z155318	
	ON	XM		COMPRISED IN LOT 1 IN DP126367
103/825585	BFOR	X	Z155318	
	ON	XM		COMPRISED IN LOT 2 IN DP126367
102/825585	BFOR	X	Z155318	
	ON	AA		LAND EXCLUDES THE MINERAL COAL COMPRISED IN LOT 1/126368
103/825585	BFOR	X	Z155318	
	ON	AA		LAND EXCLUDES THE MINERAL COAL COMPRISED IN 2/126368

PREPARED BY 	TABLE NO 1
DISENTAILED BY 	RF3
AUTHORISED BY 	

LODGED BY LAND TITLES OFFICE
DELIVERY BOX NUMBER 10 V

REGISTERED - 19

Delivery Directions	
ALL CT	NOCT

Note (3)

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

LENGTHS ARE IN METRES

Sheet 1 of 11 Sheets

PART 1

PLAN:

DP 842546

Subdivision of Lot 12 in DP 834767
covered by Council Clerk's Certificate
No.

Full Name and address of
Proprietor of Land

STOCKLAND (CONSTRUCTORS)
PTY. LIMITED
181 Castlereagh Street,
SYDNEY NSW 2000

1. Identity of easement or
restriction firstly referred
to in abovementioned plan.

Easement to drain water 2.5 wide.

Lot Burdened

**Lots, Name of Road or Authority
benefited**

202
203
204
205
206
207
208
209
210
211
212
213
214
217
218
219

201
201, 202
201 to 203 inclusive
201 to 204 inclusive
201 to 205 inclusive
201 to 206 inclusive
201 to 207 inclusive
201 to 208 inclusive
201 to 209 inclusive
201 to 210 inclusive
201 to 211 inclusive
201 to 212 inclusive
201 to 213 inclusive & Lot 55 D.P. 260833
201 to 215 inclusive & Lot 55 D.P. 260833
201 to 215 inclusive, 217 & Lot 55 D.P. 260833
201 to 215 inclusive, 217, 218 & Lot 55 D.P. 260833
220 to 226 inclusive.
221 to 226 inclusive
222 to 226 inclusive
225 to 226 inclusive
226
227
227, 228
~~227 to 229 inclusive~~
249
249
249
244, 249

220
221
224
225
228
229
~~248~~
231
241
244
243

2. Identity of easement or
restriction secondly referred to
in abovementioned plan.

Restrictions as to User

Lot Burdened

**Lots, Name of Road or Authority
benefited**

Lots 201 to 247 inclusive

Every other lot except lots 248 and 249.



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

Sheet 2 of 11 Sheets

PLAN: DP 842546

Subdivision of Lot 12 in DP 834767
covered by Council Clerk's Certificate
No.

3. Identity of easement or
restriction thirdly referred to in
abovementioned plan

Easement for electricity substation 1
wide.

Lot Burdened

Lot 208

Lots, Name of Road & Authority
benefited.
Shortland County Council.

4. Identity of easement or
restriction fourthly referred to
in abovementioned plan.

Easement for electricity substation and
underground cables 3.5 wide
& 1.2 wide.

Lot Burdened

Lot 248

Lots, Name of Road & Authority
benefited
Shortland County Council

PART 2

Terms of Easement or restriction firstly referred to in abovementioned plan.

Easement to drain water as set out in Part III of Schedule VIII of the above Act.

Terms of Easement or restriction secondly referred to in abovementioned plan.

1. No building shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of brick, stone, glass, timber, concrete, aluminium, hardboard sheeting or such other materials as may be approved by STOCKLAND (CONSTRUCTORS) PTY. LIMITED in its absolute discretion or any combination thereof PROVIDED THAT the part or parts of the external walls constructed of timber, concrete, aluminium sheeting, hardboard sheeting or such other materials as may have been approved by STOCKLAND (CONSTRUCTORS) PTY. LIMITED or any combination thereof do not exceed twenty-five per centum (25%) of the total area of the external walls.
2. No building containing a single dwelling or dwelling house shall be erected on the lot burdened or permitted to remain on the lot burdened unless the living area of the said dwelling or dwelling house is equal to or greater than one hundred and fifty square metres (150m²).



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

LENGTHS ARE IN METRES

Sheet 3 of 11 Sheets

PLAN: DP 842546

Subdivision of Lot 12 in DP 834767
covered by Council Clerk's Certificate
No.

3. No building containing more than one dwelling or dwelling-house shall be erected or permitted to remain on the lot burdened unless:-
 - (i) the said building embodies at least two (2) floors containing habitable rooms or residential accommodation ; and
 - (ii) the aggregate of the living areas of the dwellings or dwelling-houses contained in the said building is equal to or greater than three hundred and fifty square metres (350m²) .
4. No building containing more than one dwelling or dwelling-house shall be erected or permitted to remain on the lot burdened unless the design thereof and the materials to be used in the external facades thereof shall have been first approved in writing by STOCKLAND (CONSTRUCTORS) PTY. LIMITED nor shall any such building be permitted to remain on the lot burdened unless the said approval and/or approvals shall have been given by STOCKLAND (CONSTRUCTORS) PTY. LIMITED prior to the erection thereof.
5. For the purposes of Restrictions 2, 3 and 4 immediately abovementioned :-
 - (i) The expression "living area" in respect of each dwelling or dwelling-house erected on the lot burdened :-
 - (a) shall include all that floor area or those floor areas on each and every level of the dwelling or dwelling-house as is or are bounded by and comprised within the external faces of the external walls of the said dwelling or dwelling-house provided always that in the event that any external wall of any dwelling is a common wall with another dwelling then and in that case the middle of any such common external wall shall be deemed to be the external face thereof ; but
 - (b) shall exclude the floor area of :-
 - (aa) any patio, terrace and/or verandah (whether covered or uncovered) ; and/or



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

LENGTHS ARE IN METRES

Sheet 4 of 11 Sheets

PLAN: **DP 842546**

Subdivision of Lot 12 in DP 834767
covered by Council Clerk's Certificate
No.

- (bb) any garage ; and/or
 - (cc) any carport.
 - (ii) The word "dwelling" and the expression "dwelling-house" shall have the same meaning as ascribed thereto in Sydney Regional Environmental Plan No. 12 - Dual Occupancy as at the date upon which the plan is registered pursuant to which this restriction was created.
6. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as "a flat roof" or a roof constructed of any material other than :-
- (i) terra cotta roof tiles ; or
 - (ii) concrete roof tiles ; or
 - (iii) timber shingles ; or
 - (iv) slate ; or
 - (v) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process ; or
 - (vi) such other material as may be approved by STOCKLAND (CONSTRUCTORS) PTY. LIMITED in its absolute discretion.
7. No fence shall be erected or permitted to remain on the lot burdened if the same:-
- (i) is erected between the building line fixed by the Council of the City of Maitland in respect of the lot burdened and any public road to which the front of the main building erected on the said lot burdened faces; or
 - (ii) is erected between any street to which the lot burdened does abut and any main building erected on the lot burdened or
 - (iii) exceeds 1.8 metres in height ; or



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

LENGTHS ARE IN METRES

Sheet 5 of 11 Sheets

PLAN: **DP 842546**

Subdivision of Lot 12 in DP 834767
covered by Council Clerk's Certificate
No.

- (iv) is, subject as hereinafter appears in sub-clauses (v) and (vi) of this restriction No. 7,
constructed of materials other than :-
- (aa) brick;
 - (bb) masonry;
 - (cc) lapped and capped stained timber;
 - (dd) lapped and capped pine impregnated with copper chrome arsenate (commonly
known as "treated pine");
 - (ee) brushwood;
 - (ff) chain wire ; or
 - (gg) such other material as may be approved by STOCKLAND (CONSTRUCTORS) PTY.
LIMITED in its sole and absolute discretion ; or
- (v) is constructed of sheet metal of any kind UNLESS the metal has been treated by the process
commonly known as "colour bonding" or any other similar factory pre-coated process ;or
- (vi) is constructed of concrete bricks and concrete blocks UNLESS the same is :-
- (aa) cement rendered and painted; or
 - (bb) coated with cement using the process commonly known as "bagging" and painted
; or
 - (cc) is coated using the product known as "Granatex" or "Granasite" or any other similar
product in the manner recommended by the manufacturer of the product used.
- 8 . No plant, machinery and/or other equipment, including but without limiting the generality thereof
any caravan, box trailer, boat trailer, car trailer, motor vehicle or any part thereof, (any item of
such plant, machinery and/or other equipment and any item deemed to be included as such plant,
machinery and/or other equipment being hereinafter in this restriction referred to as a "Prohibited
Item") shall be permitted to remain on any part the Prohibited Area of the lot burdened for a



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

LENGTHS ARE IN METRES

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PLAN:

DP 842546

Subdivision of Lot 12 in DP 834767
covered by Council Clerk's Certificate
No.

period exceeding consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed. Notwithstanding anything contained or implied in this restriction any motor car, motor station wagon and/or utility that is properly registered for use on a public road shall not be deemed to be a "Prohibited Item".

9. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.
10. For the purposes of Restrictions 8 and 9 herein "the Prohibited Area" of the lot burdened shall mean :-
 - (i) in the case of a lot which faces only one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said lot abuts BUT shall not include any area which is not visible from any public road and/or place ; and
 - (ii) in the case of a lot which faces more than one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said main building faces AND any other area of the lot that is not screened from any other public road BUT shall not include any area which is not visible from any public road and/or place.
11. No building shall be erected or permitted to remain on the lot burdened unless the external walls thereof shall have external surfaces of a non reflective quality and a medium to dark colour to blend in with the surrounding landscape.
12. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shack, garage, trailer, camper or caravan, shall be erected or be permitted to remain on the lot burdened.



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

LENGTHS ARE IN METRES

Sheet 7 of 11 Sheets

PLAN: DP 842546

Subdivision of Lot 12 in DP 834767
covered by Council Clerk's Certificate
No.

13. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
14. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
15. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
16. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
17. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of STOCKLAND (CONSTRUCTORS) PT Y. LIMITED which may be given or withheld at the absolute discretion of STOCKLAND (CONSTRUCTORS) PT Y. LIMITED PROVIDED ALWAYS that nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale PROVIDED ALWAYS that any such sign does not exceed nine hundred millimetres (900m) in width and nine hundred millimetres (900m) in height .
18. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened UNLESS the same is used in connection with the erection of a dwelling on the relevant lot burdened .
19. No building shall be permitted to be constructed on any lot burdened nor shall the construction of any building be permitted to continue on any lot burdened :-



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
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CONVEYANCING ACT 1919.**

LENGTHS ARE IN METRES

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PLAN: **DP 842546**

Subdivision of Lot 12 in DP 834767
covered by Council Clerk's Certificate
No.

- (i) unless the lot burdened is maintained in a clean and tidy condition AS IS practicable having regard to the nature of the construction being carried out ; and
 - (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every two (2) weeks.
20. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless :-
- (i) that building or those buildings are not visible from any public road and/or place ; or
 - (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened ; or
 - (iii) it is a garden shed which is visible from a public road and/or place where :-
 - (aa) all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places ; and
 - (bb) the same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.
21. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place PROVIDED ALWAYS that nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
22. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either :-



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

LENGTHS ARE IN METRES

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PLAN: **DP 842546**

Subdivision of Lot 12 in DP 834767
covered by Council Clerk's Certificate
No.

- (i) not visible from any public road and/or place ; or
 - (ii) is screened from any public road and/or place in a manner approved by STOCKLAND (CONSTRUCTORS) PTY. LIMITED.
23. No radio masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.
24. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
25. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber, brick or masonry.
26. No solar panels used in conjunction with the heating of water or the generation of electricity shall be erected or permitted to remain on the lot burdened unless the same are either :-
- (i) not visible from any public road or place ; or
 - (ii) are laid flat on any part of the roof of the main building erected on the lot burdened.
27. No dividing fence shall be erected on the lot burdened unless it is erected without expense to STOCKLAND (CONSTRUCTORS) PT Y. LIMITED, it's successors and assigns other than purchasers on sale.

The above restrictions may be released, varied or modified by or with the consent of STOCKLAND (CONSTRUCTORS) PTY. LIMITED whilst ever it owns any lot or 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 these restrictions were created.



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

LENGTHS ARE IN METRES

Sheet 10 of 11 Sheets

PLAN: **DP 842546** Subdivision of Lot 12 in DP 834767
covered by Council Clerk's Certificate
No.

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

The person or persons having the right to release or vary or modify these restrictions is STOCKLAND (CONSTRUCTORS) PTY. LIMITED or such other persons, company or companies nominated by STOCKLAND (CONSTRUCTORS) PTY. LIMITED for that purpose and if STOCKLAND (CONSTRUCTORS) PTY. LIMITED shall no longer be the registered proprietor of any of the land comprised in the plan of subdivision and there shall be no such other person, company or companies so nominated then the person for the time being registered as the proprietor of the land in the plan of subdivision having common boundaries with the land burdened with the covenant.

Terms of Easement for Electricity Substation 1 wide Thirdly referred to in abovementioned plan

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

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

Terms of Easement for Electricity Substation and Underground Cables, 3.5 wide and 1.2 wide Fourthly referred to in abovementioned plan

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

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



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

Sheet 11 of 11 Sheets

PLAN: DP842546

Subdivision of Lot 12 in DP 834767
covered by Council Clerk's Certificate
No.

THE COMMON SEAL of STOCKLAND
(CONSTRUCTORS) PTY. LIMITED was
hereunto affixed by authority of the Board
in the presence of)
)
)
)



Ash.
Secretary

[Signature]
Director

Approved by

.....
Town Clerk

REGISTRATION



15.9.1994

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

LENGTHS ARE IN METRES

Sheet 1 of 10 Sheets

PART 1

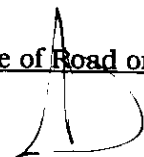
PLAN: **DP 842547** Subdivision of Lot 249 in DP 842546 covered by Council Clerk's Certificate No. 90069 of 26.8.94

Full Name and address of Proprietor of Land
STOCKLAND (CONSTRUCTORS) PTY. LIMITED
181 Castlereagh Street,
SYDNEY NSW 2000

1. Identity of easement or restriction firstly referred to in abovementioned plan. Easement to drain water 2.5 wide.

Lot Burdened

Lots, Name of Road or Authority benefited

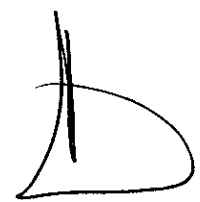
311	
321	342
320	322 
319	321, 322
318	320 to 322 inclusive
317	319 to 322 inclusive
324	318 to 322 inclusive
313	323
314	312
315	313, 312
337	<i>312 to 314</i> 314 to 312 inclusive
336	338
335	337, 338
334	336 to 338 inclusive
332	335 to 338 inclusive
340	334 to 338 inclusive
341	339
	339, 340

2. Identity of easement or restriction secondly referred to in abovementioned plan. Restrictions as to User

Lot Burdened

Lots, Name of Road or Authority benefited

Lot 301 to 341 inclusive. Every other lot except lot 342.



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

Sheet 2 of 10 Sheets

PLAN: DP 842547

Subdivision of Lot 249 in DP 842546
covered by Council Clerk's Certificate
No. 90069 of 26.8.94

PART 2

Terms of Easement or restriction firstly referred to in abovementioned plan.

Easement to drain water as set out in Part III of Schedule VIII of the above Act.

Terms of Easement or restriction secondly referred to in abovementioned plan.

1. No building shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of brick, stone, glass, timber, concrete, aluminium, hardboard sheeting or such other materials as may be approved by STOCKLAND (CONSTRUCTORS) PTY. LIMITED in its absolute discretion or any combination thereof PROVIDED THAT the part or parts of the external walls constructed of timber, concrete, aluminium sheeting, hardboard sheeting or such other materials as may have been approved by STOCKLAND (CONSTRUCTORS) PTY. LIMITED or any combination thereof do not exceed twenty-five per centum (25%) of the total area of the external walls.
2. No building containing a single dwelling or dwelling house shall be erected on the lot burdened or permitted to remain on the lot burdened unless the living area of the said dwelling or dwelling house is equal to or greater than one hundred and fifty square metres (150m²).
3. No building containing more than one dwelling or dwelling-house shall be erected or permitted to remain on the lot burdened unless:-
 - (i) the said building embodies at least two (2) floors containing habitable rooms or residential accommodation ; and
 - (ii) the aggregate of the living areas of the dwellings or dwelling-houses contained in the said building is equal to or greater than three hundred and fifty square metres (350m²) .
4. No building containing more than one dwelling or dwelling-house shall be erected or permitted to remain on the lot burdened unless the design thereof and the materials to be used in the external facades thereof shall have been first approved in writing by STOCKLAND (CONSTRUCTORS)



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

LENGTHS ARE IN METRES

Sheet 3 of 10 Sheets

PLAN: **DP 842547**

Subdivision of Lot 249 in DP 842546
covered by Council Clerk's Certificate
No. 90069 of 26.8.94

PTY. LIMITED nor shall any such building be permitted to remain on the lot burdened unless the said approval and/or approvals shall have been given by STOCKLAND (CONSTRUCTORS) PTY. LIMITED prior to the erection thereof.

5. For the purposes of Restrictions 2, 3 and 4 immediately abovementioned :-
- (i) The expression "living area" in respect of each dwelling or dwelling-house erected on the lot burdened :-
 - (a) shall include all that floor area or those floor areas on each and every level of the dwelling or dwelling-house as is or are bounded by and comprised within the external faces of the external walls of the said dwelling or dwelling-house provided always that in the event that any external wall of any dwelling is a common wall with another dwelling then and in that case the middle of any such common external wall shall be deemed to be the external face thereof ; but
 - (b) shall exclude the floor area of :-
 - (aa) any patio, terrace and/or verandah (whether covered or uncovered) ; and/or
 - (bb) any garage ; and/or
 - (cc) any carport.
 - (ii) The word "dwelling" and the expression "dwelling-house" shall have the same meaning as ascribed thereto in Sydney Regional Environmental Plan No. 12 - Dual Occupancy as at the date upon which the plan is registered pursuant to which this restriction was created.
6. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as "a flat roof" or a roof constructed of any material other than :-
- (i) terra cotta roof tiles ; or



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

LENGTHS ARE IN METRES

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PLAN: DP 842547

Subdivision of Lot 249 in DP 842546
covered by Council Clerk's Certificate
No. 90069 OF 26.8.94

- (ii) concrete roof tiles ; or
 - (iii) timber shingles ; or
 - (iv) slate ; or
 - (v) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process ; or
 - (vi) such other material as may be approved by STOCKLAND (CONSTRUCTORS) PTY. LIMITED in its absolute discretion.
7. No fence shall be erected or permitted to remain on the lot burdened if the same:-
- (i) is erected between the building line fixed by the Council of the City of Maitland in respect of the lot burdened and any public road to which the front of the main building erected on the said lot burdened faces; or
 - (ii) is erected between any street to which the lot burdened does abut and any main building erected on the lot burdened or
 - (iii) exceeds 1.8 metres in height ; or
 - (iv) is, subject as hereinafter appears in sub-clauses (v) and (vi) of this restriction No. 7, constructed of materials other than :-
 - (aa) brick;
 - (bb) masonry;
 - (cc) lapped and capped stained timber;
 - (dd) lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine");
 - (ee) brushwood;
 - (ff) chain wire ; or



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- (gg) such other material as may be approved by STOCKLAND (CONSTRUCTORS) PTY.
LIMITED in its sole and absolute discretion ; or
- (v) is constructed of sheet metal of any kind UNLESS the metal has been treated by the process
commonly known as "colour bonding" or any other similar factory pre-coated process ;or
- (vi) is constructed of concrete bricks and concrete blocks UNLESS the same is :-
- (aa) cement rendered and painted; or
- (bb) coated with cement using the process commonly known as "bagging" and painted
; or
- (cc) is coated using the product known as "Granatex" or "Granasite" or any other similar
product in the manner recommended by the manufacturer of the product used.
8. No plant, machinery and/or other equipment, including but without limiting the generality thereof
any caravan, box trailer, boat trailer, car trailer, motor vehicle or any part thereof, (any item of
such plant, machinery and/or other equipment and any item deemed to be included as such plant,
machinery and/or other equipment being hereinafter in this restriction referred to as a "Prohibited
Item") shall be permitted to remain on any part the Prohibited Area of the lot burdened for a
period exceeding consecutive days without being moved from the lot burdened. Any Prohibited
Item that is removed from the lot burdened for a period of less than seven (7) consecutive days
shall be deemed to have remained on the lot burdened for the period during which it was removed.
Notwithstanding anything contained or implied in this restriction any motor car, motor station
wagon and/or utility that is properly registered for use on a public road shall not be deemed to be
a "Prohibited Item".
9. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot
burdened.



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10. For the purposes of Restrictions 8 and 9 herein "the Prohibited Area" of the lot burdened shall mean :-
- (i) in the case of a lot which faces only one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said lot abuts BUT shall not include any area which is not visible from any public road and/or place ; and
 - (ii) in the case of a lot which faces more than one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said main building faces AND any other area of the lot that is not screened from any other public road BUT shall not include any area which is not visible from any public road and/or place.
11. No building shall be erected or permitted to remain on the lot burdened unless the external walls thereof shall have external surfaces of a non reflective quality and a medium to dark colour to blend in with the surrounding landscape.
12. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shack, garage, trailer, camper or caravan, shall be erected or be permitted to remain on the lot burdened.
13. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
14. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
15. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.



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16. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
17. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of STOCKLAND (CONSTRUCTORS) PTY. LIMITED which may be given or withheld at the absolute discretion of STOCKLAND (CONSTRUCTORS) PTY. LIMITED PROVIDED ALWAYS that nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale PROVIDED ALWAYS that any such sign does not exceed nine hundred millimetres (900m) in width and nine hundred millimetres (900m) in height .
18. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened UNLESS the same is used in connection with the erection of a dwelling on the relevant lot burdened .
19. No building shall be permitted to be constructed on any lot burdened nor shall the construction of any building be permitted to continue on any lot burdened :-
 - (i) unless the lot burdened is maintained in a clean and tidy condition AS IS practicable having regard to the nature of the construction being carried out ; and
 - (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every two (2) weeks.
20. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless :-
 - (i) that building or those buildings are not visible from any public road and/or place ; or



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- (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened ; or
 - (iii) it is a garden shed which is visible from a public road and/or place where :-
 - (aa) all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places ; and
 - (bb) the same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.
21. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place PROVIDED ALWAYS that nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
22. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either :-
- (i) not visible from any public road and/or place ; or
 - (ii) is screened from any public road and/or place in a manner approved by STOCKLAND (CONSTRUCTORS) PTY. LIMITED.
23. No radio masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.
24. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.



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25. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber, brick or masonry.
26. No solar panels used in conjunction with the heating of water or the generation of electricity shall be erected or permitted to remain on the lot burdened unless the same are either :-
- (i) not visible from any public road or place ; or
 - (ii) are laid flat on any part of the roof of the main building erected on the lot burdened.
27. No dividing fence shall be erected on the lot burdened unless it is erected without expense to STOCKLAND (CONSTRUCTORS) PTY. LIMITED, it's successors and assigns other than purchasers on sale.

The above restrictions may be released, varied or modified by or with the consent of STOCKLAND (CONSTRUCTORS) PTY. LIMITED whilst ever it owns any lot or 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 these restrictions were created.

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

The person or persons having the right to release or vary or modify these restrictions is STOCKLAND (CONSTRUCTORS) PTY. LIMITED or such other persons, company or companies nominated by STOCKLAND (CONSTRUCTORS) PTY. LIMITED for that purpose and if STOCKLAND (CONSTRUCTORS) PTY. LIMITED shall no longer be the registered proprietor of any of the land comprised in the plan of subdivision and there shall be no such other person, company or companies so nominated then the person for the time being registered as the proprietor of the land in the plan of subdivision having common boundaries with the land burdened with the covenant.



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THE COMMON SEAL of STOCKLAND
(CONSTRUCTORS) PTY. LIMITED was
hereunto affixed by authority of the Board
in the presence of)
)
)
)



Kish.
Secretary

[Signature]
Director

Approved by

.....
Town Clerk

REGISTERED  *[Signature]* 20/9/1994

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
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PART 1

DP 856297

Subdivision of Lot 342 in DP 842547
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No.

Full Name and address of
of Land

STOCKLAND (CONSTRUCTORS)
PTY. LIMITED
181 Castlereagh Street,
SYDNEY NSW 2000

1. Identity of easement or
restriction firstly referred
to in abovementioned plan.

Easement to drain water 2.5 wide.

Lot Burdened

Lots. Name of Road or Authority benefited

402
403
404
405
406
421
423
424
428
432
435

401
401,402
401 to 403 inclusive
401 to 404 inclusive
401 to 405 inclusive
435
426, 427, 435
423, 426, 427, 435
429 to 432 inclusive, 435
433, 434, 435
426,427,429,430,431,433,434

2. Identity of easement or
restriction secondly referred to
in abovementioned plan.

Easement for Electricity Substation and
Underground Cables 1.0 wide.

Lot Burdened

Lots. Name of Road or Authority benefited

422

Orion Energy

3. Identify of easement or
restriction thirdly referred to
in abovementioned plan.

Restriction as to User.

Lot Burdened

Lots. Name of Road or Authority benefited

413, 420, 422, 425

Stockland (Constructors) Pty. Limited.

4. Identify of easement or
restriction fourthly referred to
in abovementioned plan.

Restriction as to User.

Lot Burdened

Lot. Name of Road or Authority benefited

401- 434 inclusive

Every other lot except lot 435

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PART 2

Terms of Easement or restriction firstly referred to in abovementioned plan.

Easement to drain water as set out in Part III of Schedule VIII of the above Act.

Terms of Easement for Electricity Substation and Underground Cable 1.0 wide Secondly referred
to in abovementioned plan.

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

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

Terms of Restrictions Thirdly referred to in abovementioned plan.

The registered proprietor of the lot burdened will not nor will it permit at any time the decorative wall to
be destroyed, damaged, defaced, vandalised, removed, relocated, added to or altered in any way with
material of any other kind.

For the purpose of this covenant the decorative wall shall mean the wall facing the street frontage and/
or frontages to which the lot abuts which identifies by name one of those streets.

The person or persons having the right to release or vary or modify these restrictions is STOCKLAND
(CONSTRUCTORS)PTY. LIMITED or such other persons, company or companies nominated by
STOCKLAND (CONSTRUCTORS) PTY. LIMITED for that purpose for so long as STOCKLAND
(CONSTRUCTORS) PTY. LIMITED shall no longer be the registered proprietor of any of the land
comprised in the plan of subdivision and thereafter by the registered proprietors of the lots contained in



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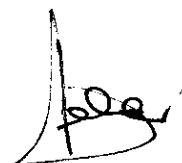
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the registered plan pursuant to which this restriction was created.

Terms of Restrictions Fourthly referred to in abovementioned plan.

1. In these restrictions as to user fourthly referred to in the abovementioned plan (which shall include the statement at the completion hereof stipulating the party by whom and with whose consent the said restrictions as to user may be released, varied or modified) unless something in the subject matter or context is inconsistent therewith, the following expressions have the meaning attributed thereto in this restriction, that is to say :-

- "Dwelling" means a room or suite of rooms occupied or used or so 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.
- "Duplex" means a building containing two but not more than two Dwellings.
- "Living Area" means in respect of each Dwelling or Dwelling-house erected on the lot burdened :-
- (a) all that floor area or those floor areas on each and every level of the Dwelling or Dwelling-house as is or are bounded by and comprised within the external faces of the external walls of the said Dwelling or Dwelling-house PROVIDED ALWAYS that in the event that any external wall of any Dwelling is a common wall with another Dwelling then and in that case the middle of any such common wall shall be deemed to be the external face thereof ; but
 - (b) shall exclude the floor area of :-
 - (i) any patio, terrace and/or verandah (whether covered or uncovered) ; and/or
 - (ii) any garage ; and/or



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(iii) any carport.

"the Local Council" means The Council of the CITY OF MAITLAND.

"Minimum Building Area" means ONE HUNDRED AND FIFTY square metres
(150m²)

"the Prohibited Area" means :-

- (i) in the case of a lot which faces only one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said lot abuts but shall not include any area which is not visible from any public road and/or place ; and
- (ii) in the case of a lot which faces more than one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said main building faces and any other area of the lot that is not screened from any other public road but shall not include any area which is not visible from any public road and/or place.

"Prohibited Item" means any plant, machinery and/or other equipment, including but without limiting the generality thereof any caravan, box trailer, boat trailer, car trailer, motor vehicle or any part thereof BUT shall not include any motor car, motor station wagon and/or utility that is properly registered for use on a public road.

"Stockland" means Stockland (Constructors) Pty. Limited.

- (i) "Texture Coated Material" means fibre cement sheeting with recessed edges which is attached to the frame of the building in such a manner that all joints between the sheets of fibre cement are concealed including but



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without limiting the generality thereof all joints on any
corner of the building ; and

(ii) which is attached to the frame of the building in
such a manner that all materials used in the
fixing of such sheets are concealed including but
without limiting the generality thereof all nails
and screws ; and

(iii) which is coated with a texture roll or trowel on
finish based on acrylic, with the ultimate or final
colour added, together with a system of
reinforcing joints to obtain a monolithic
appearance.

2. No Dwelling or Dwelling-house shall be erected or permitted to remain on the lot burdened unless the Living Area of the said Dwelling or Dwelling-house is equal to or greater than the Minimum Building Area.
3. No Dwelling-house or Dwelling erected on the lot burdened shall be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first had and obtained from Stockland which approval may be given or withheld by Stockland in its absolute discretion.
4. No building shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of :-
 - (i) bricks which not shall include bricks that have been rendered and/or painted; or
 - (ii) stone which not shall include stone that has been rendered and/or painted; or
 - (iii) brick and/or stone that has been coated with the materials known as "Granosite" or "Granotex" or other similar coating ; or
 - (iv) glass ; or
 - (v) Texture Coated Material ; or
 - (vi) fibre cement sheeting ; or
 - (vii) timber ; or
 - (viii) concrete ; or
 - (ix) aluminium ; or



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- (x) such other materials, in such proportions, as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion ; or
 - (xi) any combination of the materials referred to in sub-clauses (i) to (x) inclusive immediately above referred to in this restriction.
5. Notwithstanding anything contained in restriction immediately preceding, the aggregate of the part or parts of the external walls constructed of :-
- (i) fibre cement sheeting excluding so much thereof as does form part of any Texture Coated Material ; or
 - (ii) timber ; or
 - (iii) concrete; or
 - (iv) aluminium ; or
 - (v) any combination of the materials referred to in sub-clauses (i) to (iv) inclusive immediately above referred to in this restriction
- shall not exceed twenty-five per centum (25%) of the total area of the external walls.
6. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as "a flat roof" or a roof constructed of any material other than :-
- (i) terra cotta roof tiles ; or
 - (ii) concrete roof tiles ; or
 - (iii) timber shingles ; or
 - (iv) slate ; or
 - (v) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process ; or
 - (vi) such other material as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion.
7. No Duplex shall be erected or permitted to remain on the lot burdened unless :-
- (i) the lot burdened has frontages to more than one public road ; and
 - (ii) the Duplex embodies at least two (2) floors designed for human habitation ; and
 - (iii) vehicular access to each Dwelling contained in the Duplex is gained from different public roads.
8. No fence shall be erected or permitted to remain on the lot burdened if the same:-



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- (i) is erected between the building line fixed by the Council of the City of Maitland in respect of the lot burdened and any public road to which the front of the main building erected on the said lot burdened faces; or
 - (ii) is erected between any street to which the lot burdened does abut and any main building erected on the lot burdened or
 - (iii) exceeds 1.8 metres in height ; or
 - (iv) is, subject as hereinafter appears in sub-clauses (v) and (vi) of this restriction No. 8, constructed of materials other than :-
 - (aa) brick;
 - (bb) masonry;
 - (cc) lapped and capped stained timber;
 - (dd) lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine");
 - (ee) brushwood;
 - (ff) chain wire ; or
 - (gg) such other material as may be approved by STOCKLAND (CONSTRUCTORS) PTY. LIMITED in its sole and absolute discretion ; or
 - (v) is constructed of sheet metal of any kind UNLESS the metal has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process ;or
 - (vi) is constructed of concrete bricks and concrete blocks UNLESS the same is :-
 - (aa) cement rendered and painted; or
 - (bb) coated with cement using the process commonly known as "bagging" and painted ; or
 - (cc) is coated using the product known as "Granatex" or "Granasite" or any other similar product in the manner recommended by the manufacturer of the product used.
9. No Prohibited Item shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding fourteen (14) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed.
10. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.



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11. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
12. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
13. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
14. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
15. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
16. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor for the time being of the lot burdened which approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale PROVIDED that :-
 - (i) any such sign does not exceed nine hundred millimetres (900m) in width and nine hundred millimetres (900m) in height ; and
 - (ii) any such sign is painted and/or decorated in its entirety by a professional signwriter.
17. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling on the relevant lot burdened .
18. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened in the event, for any reason whatsoever, that any object or thing generated by the construction of the building on the lot burdened, including but without limiting the generality thereof any spoil or builder's rubbish, is deposited or permitted to remain on any lot adjoining the lot burdened.
19. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened :-



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- (i) unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out ; and
 - (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four (4) weeks.
20. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless :-
- (i) that building or those buildings are not visible from any public road and/or place ; or
 - (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened ; or
 - (iii) it is a garden shed which is not visible from a public road and/or place where :-
 - (aa) all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places ; and
 - (bb) the same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.
21. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place PROVIDED ALWAYS that nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
22. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either :-
- (i) not visible from any public road and/or place ; or
 - (ii) is screened from any public road and/or place in a manner approved by Stockland.
23. No radio masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.
24. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.



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

LENGTHS ARE IN METRES

Sheet 10 of 10 Sheets

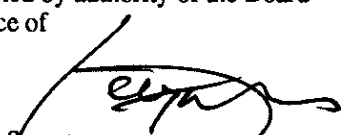
PLAN: **DP 856297**

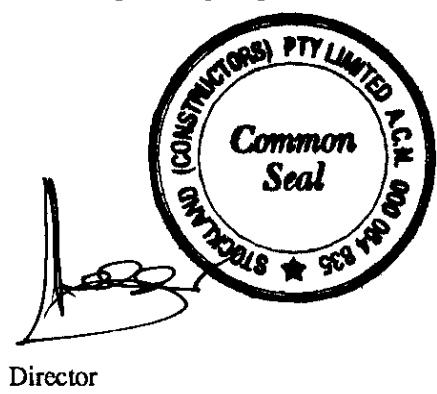
Subdivision of Lot 342 in DP842547
covered by Council Clerk's Certificate
No.

- 25. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber, brick or masonry.
- 26. No solar panels used in conjunction with the heating of water or the generation of electricity shall be erected or permitted to remain on the lot burdened unless the same are either :-
 - (i) not visible from any public road or place ; or
 - (ii) are laid flat on any part of the roof of the main building erected on the lot burdened.
- 27. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Stockland, it's successors and assigns other than purchasers on sale.

The above restrictions may be released, varied or modified by or with the consent of Stockland whilst ever it owns any lot or 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 these restrictions were created.

THE COMMON SEAL of STOCKLAND
(CONSTRUCTORS) PTY. LIMITED was
hereunto affixed by authority of the Board
in the presence of)
)
)
)


Secretary


Director

Approved by

.....
Town Clerk

REGISTERED  16-1-1996

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

LENGTHS ARE IN METRES

Sheet 1 of 11 Sheets

PART 1

PLAN:

DP 865872

Subdivision of Lot 441 in DP 861622
covered by Council Clerk's Certificate
No. *90069 of 21.1.1997*

Full Name and address of
of Land

STOCKLAND (CONSTRUCTORS)
PTY. LIMITED A.C.N. 000 064 835
181 Castlereagh Street,
SYDNEY NSW 2000

1. Identity of easement or
restriction firstly referred
to in abovementioned plan.

Easement to drain water 2.5 wide.

Lot Burdened

Lots, Name of Road or Authority
benefited

527
528
529
534
535
540
541
542

526
526, 527
526, 527, 528
533
534, 533
556
540, 556
541, 540, 556

2. Identity of easement or
restriction secondly referred to
in abovementioned plan.

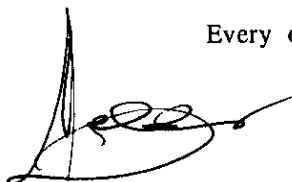
Restrictions as to User

Lot Burdened

Lots, Name of Road or Authority
benefited

501-535 Inclusive
537-555 inclusive

Every other lot except lots 536 and 556



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

Sheet 2 of 11 Sheets

PART 2

PLAN: **DP 865872**

Subdivision of Lot 441 in DP 861622
covered by Council Clerk's Certificate
No. *90069 of 21.1.1997*

Terms of Easement or restriction firstly referred to in abovementioned plan.

Easement to drain water as set out in Part III of Schedule VIII of the above Act.

Terms of Easement or restriction secondly referred to in abovementioned plan.

1. In these restrictions as to user Secondly referred to in the abovementioned plan (which shall include the statement at the completion hereof stipulating the party by whom and with whose consent the said restrictions as to user may be released, varied or modified) unless something in the subject matter or context is inconsistent therewith, the following expressions have the meaning attributed thereto in this restriction , that is to say :-


"Dwelling"..... means a room or suite of rooms occupied or used or so 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.

"Duplex"..... means a building containing two but not more than two Dwellings.

"Living Area"..... means in respect of each Dwelling or Dwelling-house erected on the lot burdened:-

- a) all that floor area or those floor areas on each and every level of the Dwelling or Dwelling-house as is or are bounded by and comprised within the external faces of the external walls of the said Dwelling or Dwelling-house PROVIDED ALWAYS that in the event that any external wall of any Dwelling is a common wall with another Dwelling



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

LENGTHS ARE IN METRES

Sheet 3 of 11 Sheets

PART 2

PLAN: **DP 865872**

Subdivision of Lot 441 in DP 861622
covered by Council Clerk's Certificate
No. *90069 of 21.1.1997*

then and in that case the middle of any
such common wall shall be deemed to
be the external face thereof ; but

(b) shall exclude the floor area of :-

- (i) any patio, terrace and/or
verandah (whether covered or
uncovered) ; and/or
- (ii) any garage ; and/or
- (iii) any carport.

"the Local Council"..... means The Council of the CITY OF MAITLAND.
"Minimum Building Area"..... means ONE HUNDRED AND FIFTY square metres
(150m²)
"the Prohibited Area"..... means :-

- (i) in the case of a lot which faces only
one (1) public road, that area between
the rear building line of the main
building erected thereon and the
public road to which the said lot abuts
but shall not include any area which is
not visible from any public road
and/or place ; and
- (ii) in the case of a lot which faces more
than one (1) public road, that area
between the rear building line of the
main building erected thereon and the
public road to which the said main
building faces and any other area of
the lot that is not screened from any
other public road but shall not include



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

LENGTHS ARE IN METRES

Sheet 4 of 11 Sheets

PART 2

PLAN **DP 865872**

Subdivision of Lot 441 in DP 861622
covered by Council Clerk's Certificate
No. **90069 of 21.1.1997**

any area which is not visible from any
public road and/or place.

"Prohibited Item"..... means any plant, machinery and/or other
equipment, including but without limiting
the generality thereof any caravan, box
trailer, boat trailer, car trailer, motor
vehicle or any part thereof BUT shall not
include any motor car, motor station wagon
and/or utility that is properly registered for
use on a public road.

"Stockland"..... means Stockland (Constructors) Pty. Limited.

"Texture Coated Material"..... means fibre cement sheeting with recessed
edges.

(i) which is attached to the frame of the
building in such a manner that all
joints between the sheets of fibre
cement are concealed including but
without limiting the generality thereof
all joints on any corner of the building;
and

(ii) which is attached to the frame of the
building in such a manner that all
materials used in the fixing of such
sheets are concealed including but
without limiting the generality thereof
all nails and screws ; and

(iii) which is coated with a texture roll or
trowel on finish based on acrylic, with



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

LENGTHS ARE IN METRES

Sheet 5 of 11 Sheets

PART 2

PLAN: **DP865872**

Subdivision of Lot 441 in DP 861622
covered by Council Clerk's Certificate
No. **90069 of 21-1-1997**

the ultimate or final colour added,
together with a system of reinforcing
joints to obtain a monolithic
appearance.

2. No Dwelling or Dwelling-house shall be erected or permitted to remain on the lot burdened unless the Living Area of the said Dwelling or Dwelling-house is equal to or greater than the Minimum Building Area.
3. No Dwelling-house or Dwelling erected on the lot burdened shall be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first had and obtained from Stockland which approval may be given or withheld by Stockland in its absolute discretion.
4. No building shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of :-
 - (i) bricks which shall not include bricks that have been rendered and/or painted; or
 - (ii) stone which shall not include stone that has been rendered and/or painted; or
 - (iii) brick and/or stone that has been coated with the materials known as "Granosite" or "Granotex" or other similar coating ; or
 - (iv) glass ; or
 - (v) Texture Coated Material ; or
 - (vi) fibre cement sheeting; or
 - (vii) timber ; or
 - (viii) concrete ; or
 - (ix) aluminium ; or
 - (x) such other materials, in such proportions, as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion ; or



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

LENGTHS ARE IN METRES

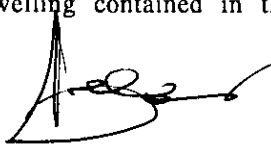
Sheet 6 of 11 Sheets

PART 2

PLAN:

Subdivision of Lot 441 in DP 861622
covered by Council Clerk's Certificate
No. *90069 of 21.1.1997*

- (xi) any combination of the materials referred to in sub-clauses (i) to (x) inclusive immediately above referred to in this restriction.
5. Notwithstanding anything contained in restriction immediately preceding, the aggregate of the part or parts of the external walls constructed of :-
- (i) fibre cement sheeting excluding so much thereof as does form part of any Texture Coated Material ; or
 - (ii) timber ; or
 - (iii) concrete; or
 - (iv) aluminium ; or
 - (v) any combination of the materials referred to in sub-clauses (i) to (iv) inclusive immediately above referred to in this restriction shall not exceed twenty-five per centum (25%) of the total area of the external walls.
6. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as "a flat roof" or a roof constructed of any material other than :-
- (i) terra cotta roof tiles ; or
 - (ii) concrete roof tiles ; or
 - (iii) timber shingles ; or
 - (iv) slate ; or
 - (v) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process ; or
 - (vi) such other material as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion.
7. No Duplex shall be erected or permitted to remain on the lot burdened unless :-
- (i) the lot burdened has frontages to more than one public road ; and
 - (ii) the Duplex embodies at least two (2) floors designed for human habitation; and
 - (iii) vehicular access to each Dwelling contained in the Duplex is gained from different public roads.



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

LENGTHS ARE IN METRES

Sheet 7 of 11 Sheets

PART 2

PLAN: **DP865872**

Subdivision of Lot 441 in DP 861622
covered by Council Clerk's Certificate
No. **90069 of 21.1.1997**

8. No fence shall be erected or permitted to remain on the lot burdened if the same:-
- (i) is erected between the building line fixed by the Council of the City of Maitland in respect of the lot burdened and any public road to which the front of the main building erected on the said lot burdened faces; or
 - (ii) is erected between any street to which the lot burdened does abut and any main building erected on the lot burdened or
 - (iii) exceeds 1.8 metres in height ; or
 - (iv) is, subject as hereinafter appears in sub-clauses (v) and (vi) of this restriction No. 8, constructed of materials other than :-
 - (aa) brick;
 - (bb) masonry;
 - (cc) lapped and capped stained timber;
 - (dd) lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine");
 - (ee) brushwood;
 - (ff) chain wire ; or
 - (gg) such other material as may be approved by STOCKLAND (CONSTRUCTORS) PTY. LIMITED in its sole and absolute discretion ; or
 - (v) is constructed of sheet metal of any kind UNLESS the metal has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process ;or
 - (vi) is constructed of concrete bricks and concrete blocks UNLESS the same is :-
 - (aa) cement rendered and painted; or
 - (bb) coated with cement using the process commonly known as "bagging" and painted ; or
 - (cc) is coated using the product known as "Granatex" or "Granasite" or any other similar product in the manner recommended by the manufacturer of the product used.



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

LENGTHS ARE IN METRES

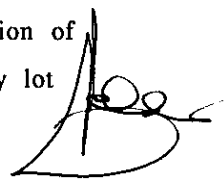
Sheet 8 of 11 Sheets

PART 2

PLAN: **DP865872**

Subdivision of Lot 441 in DP 861622
covered by Council Clerk's Certificate
No. **90069 of 21.1.1997**

9. No Prohibited Item shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding fourteen (14) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed.
10. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.
11. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
12. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
13. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
14. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
15. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
16. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor for the time being of the lot burdened which approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot



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

LENGTHS ARE IN METRES

Sheet 9 of 11 Sheets

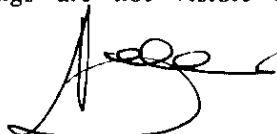
PART 2

PLAN: **DP865872**

Subdivision of Lot 441 in DP 861622
covered by Council Clerk's Certificate
No. **90069 of 21.1.1997**

burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale PROVIDED that :-

- (i) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height ; and
 - (ii) any such sign is painted and/or decorated in its entirety by a professional signwriter.
17. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling on the relevant lot burdened .
18. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened in the event, for any reason whatsoever, that any object or thing generated by the construction of the building on the lot burdened, including but without limiting the generality thereof any spoil or builder's rubbish, is deposited or permitted to remain on any lot adjoining the lot burdened.
19. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened :-
- (i) unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out ; and
 - (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four (4) weeks.
20. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless :-
- (i) that building or those buildings are not visible from any public road and/or place ; or



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

LENGTHS ARE IN METRES

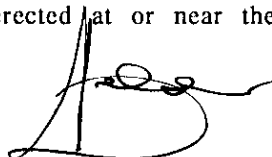
Sheet 10 of 11 Sheets

PART 2

PLAN: **DP865872**

Subdivision of Lot 441 in DP 861622
covered by Council Clerk's Certificate
No. **90069 of 21-1-1997**

- (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened ; or
- (iii) it is a garden shed which is not visible from a public road and/or place where:-
- (aa) all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places ; and
- (bb) the same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.
21. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place PROVIDED ALWAYS that nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
22. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either :-
- (i) not visible from any public road and/or place ; or
- (ii) is screened from any public road and/or place in a manner approved by Stockland
23. No radio masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.
24. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.



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

LENGTHS ARE IN METRES

Sheet 11 of 11 Sheets

PART 2

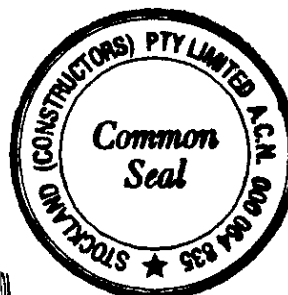
PLAN: **DP865872**


Subdivision of Lot 441 in DP 861622
covered by Council Clerk's Certificate
No. **90069 of 21.1.1997**

25. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber, brick or masonry.
26. No solar panels used in conjunction with the heating of water or the generation of electricity shall be erected or permitted to remain on the lot burdened unless the same are either :-
- (i) not visible from any public road or place ; or
 - (ii) are laid flat on any part of the roof of the main building erected on the lot burdened.
27. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Stockland, it's successors and assigns other than purchasers on sale.

The above restrictions may be released, varied or modified by or with the consent of Stockland whilst ever it owns any lot or 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 these restrictions were created.

THE COMMON SEAL of STOCKLAND)
(CONSTRUCTORS) PTY. LIMITED was)
hereunto affixed by authority of the Board)
in the presence of)




Secretary


Director

REGISTERED  **29.1.1997**

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

LENGTHS ARE IN METRES

Sheet 1 of 14 Sheets

PART 1

PLAN:

DP 875369

Subdivision of Lot 556 in DP 865872
covered by Council Clerk's Certificate
No. 30069

Full Name and address of
of Land

STOCKLAND (CONSTRUCTORS)
PTY LIMITED A.C.N. 000 064 835
157 Liverpool Street,
SYDNEY NSW 1041

1. Identity of easement or
restriction firstly referred
to in abovementioned plan.

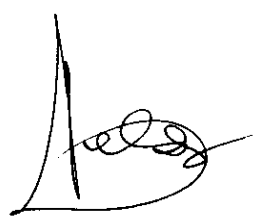
Easement to drain water 2.5 wide.

Lot Burdened

Lots. Name of Road or Authority
benefited

607
608
609
610
611
612
613
616
617
618
619
622
631
632
633
634
644
636
637
638
639
640
641
642

606
606, 607
606 - 608 inclusive
606 - 614 inclusive
612 - 614 inclusive
613,614
614
615
615, 616
615 - 617 inclusive
615 - 618 inclusive
644
630
631, 630
634, 644, 636, 635
644, 636, 635
636, 635
635
638-643 inclusive
639-643 inclusive
640-643 inclusive
641-643 inclusive
642,643
643



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

LENGTHS ARE IN METRES

Sheet 2 of 14 Sheets

PART 1

PLAN:

Subdivision of Lot 556 in DP 865872
covered by Council Clerk's Certificate
No. 90009

DP 875369

2. Identity of easement or
restriction secondly referred to
in abovementioned plan.

Easement to Drain Water 3 wide

Lot Burdened

Lots, Name of Road or Authority
benefited

644

630-643 inclusive and the Council of
the City of Maitland

3. Identity of easement or
restriction thirdly referred to
in abovementioned plan.

Restrictions as to User

Lot Burdened

Lots, Name of Road or Authority
benefited

601- 643 inclusive

Every other lot or any of them except
644

4. Identity of easement or
restriction fourthly referred to
in abovementioned plan.

Easement for Electricity Substation 3.5
wide

Lot Burdened

Lots, Name of Road or Authority
benefited

644

energyAustralia

Terms of Easement or restriction firstly referred to in abovementioned plan.

Easement to drain water as set out in Part III of Schedule VIII of the above Act.



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

LENGTHS ARE IN METRES

Sheet 3 of 14 Sheets

PART 1

PLAN:

DP 875369

Subdivision of Lot 556 in DP 865872
covered by Council Clerk's Certificate
No. 90069

Terms of Easement or restriction thirdly referred to in abovementioned plan.

1. In these restrictions as to user Thirdly referred to in the abovementioned plan (which shall include the statement at the completion hereof stipulating the party by whom and with whose consent the said restrictions as to user may be released, varied or modified) unless something in the subject matter or context is inconsistent therewith, the following expressions have the meaning attributed thereto in this restriction , that is to say :-

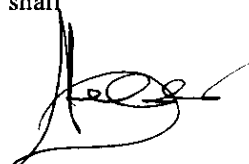
"Dwelling"..... means a room or suite of rooms occupied or used or so constructed, designed or adapted as to be capable of being occupied or used as a separate domicile.

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

"Duplex"..... means a single building containing two but not more than two Dwellings. where part of the habitable areas of the Dwellings share a common or party wall.

"Living Area"..... means in respect of each Dwelling or Dwelling-house erected on the lot burdened:-

- (i) all that floor area or those floor areas on each and every level of the Dwelling or Dwelling-house as is or are bounded by and comprised within the external faces of the external walls of the said Dwelling or Dwelling-house EXCEPT in the situation where any external wall or any Dwelling is a common wall with another Dwelling in which case the middle of any such common wall shall



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

LENGTHS ARE IN METRES

Sheet 4 of 14 Sheets

PART 1

PLAN:

DP 875369

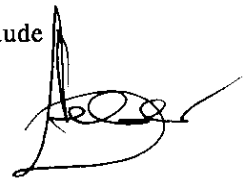
Subdivision of Lot 556 in DP 865872
covered by Council Clerk's Certificate
No. 90069

be deemed to be the external face
thereof; but

- (ii) shall exclude the floor area of:-
 - (a) any patio, terrace and/or verandah (whether covered or uncovered); and/or
 - (b) any garage; and/or
 - (c) any carport.

"the Local Council"..... means The Council of the CITY OF MAITLAND.
"Minimum Building Area"..... means ONE HUNDRED AND FIFTY square metres
(150m²)
"the Prohibited Area"..... means :-

- (i) in the case of a lot which faces only one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said lot abuts but shall not include any area which is not visible from any public road and/or place ; and
- (ii) in the case of a lot which faces more than one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said main building faces and any other area of the lot that is not screened from any other public road but shall not include



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PART 1

PLAN:

DP 875369

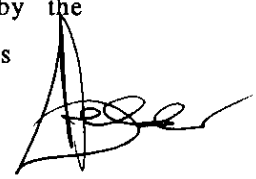
Subdivision of Lot 556 in DP 865872
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any area which is not visible from any
public road and/or place.

"Prohibited Item"..... means any plant, machinery and/or other
equipment, including but without limiting
the generality thereof any caravan, box
trailer, boat trailer, car trailer, motor
vehicle or any part thereof BUT shall not
include any motor car, motor station wagon
and/or utility that is properly registered for
use on a public road.

"Regulation Fence"..... means a fence which:-

- (i) is no greater than one point eight
metres (1.8m) in height; and
- (ii) is constructed of:-
 - (a) brick; or
 - (b) masonry; or
 - (c) lapped and capped stained
timber; or
 - (d) lapped and capped pine
impregnated with copper chrome
arsenate (commonly known as
"treated pine");
or
 - (e) brushwood; or
 - (f) chain wire; or
 - (g) non-corrugated sheet metal
which has been treated by the
process commonly known as



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
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"colour bonding" or any other
similar factory pre-coated
process: or

(h) concrete bricks and concrete
blocks which have been either:-

(aa) cement rendered and
painted; or

(bb) coated with cement using
the process commonly
known as "bagging: and
painted; or

(cc) are coated using the
product known as
"Granatex" or "Granosite"
any other similar product
in the manner
recommended by the
manufacturer of the
product used; or

(i) such other material as may be
approved by Stockland which
approval and/or approvals may
be given or withheld by
Stockland in its absolute
discretion.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
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LENGTHS ARE IN METRES

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PART 1

PLAN: **DP 875369**

Subdivision of Lot 556 in DP 865872
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"Regulation Fencing Area"..... means that part of a lot which is behind
the front elevation of the main building
erected on that lot which front elevation
shall be determined by Stockland in its
sole and absolute discretion.

"Stockland"..... means STOCKLAND (CONSTRUCTORS) PTY
LIMITED

"Texture Coated Material"..... means fibre cement sheeting with recessed
edges.

- (i) which is attached to the frame of
the building in such a manner that all
joints between the sheets of fibre
cement are concealed including but
without limiting the generality thereof
all joints on any corner of the building;
and
- (ii) which is attached to the frame of the
building in such a manner that all
materials used in the fixing of such
sheets are concealed including but
without limiting the generality thereof
all nails and screws; and
- (iii) which is coated with a texture roll or
trowel on finish based on acrylic, with
the ultimate or final colour added,
together with a system of reinforcing
joints to obtain a monolithic
appearance.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
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PART 1

PLAN:

DP 875369

Subdivision of Lot 556 in DP 865872
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2. No Dwelling or Dwelling-house shall be erected or permitted to remain on the lot burdened unless the Living Area of the said Dwelling or Dwelling-house is equal to or greater than the Minimum Building Area.
3. No Dwelling-house or Dwelling erected on the lot burdened shall be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first had and obtained from Stockland which approval may be given or withheld by Stockland in its absolute discretion.
4. Not more than one (1) Dwelling-house or one (1) Duplex shall be erected on the lot burdened.
5. No building containing a Dwelling shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of:-
 - (i) bricks which shall not include bricks that have been rendered and/or painted; or
 - (ii) stone which shall not include stone that has been rendered and/or painted; or
 - (iii) brick and/or stone that has been coated with the materials known as "Granosite" or "Granotex" or other similar coating; or
 - (iv) glass; or
 - (v) Texture Coated Material; or
 - (vi) fibre cement sheeting; or
 - (vii) timber; or
 - (viii) concrete; or
 - (ix) aluminium; or
 - (x) such other materials, in such proportions, as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion; or
 - (xi) any combination of the materials referred to in sub-clauses (i) to (x) inclusive immediately above referred to in this restriction.



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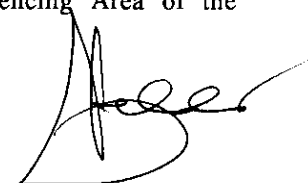
DP 875369

PART 1

PLAN:

Subdivision of Lot 556 in DP 865872
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No. 90069

6. Notwithstanding anything contained in the restriction immediately preceding, the aggregate of the part or parts of the external walls constructed of:-
- (i) fibre cement sheeting excluding so much thereof as does form part of any Texture Coated Material ; or
 - (ii) timber; or
 - (iii) concrete; or
 - (iv) aluminium; or
 - (v) any combination of the materials referred to in sub-clause (i) to (iv) inclusive immediately above referred to in this restriction shall not exceed twenty-five per centum (25%) of the total area of the external walls.
7. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as "a flat roof" or a roof constructed of any material other than:-
- (i) terra cotta roof tiles ; or
 - (ii) concrete roof tiles ; or
 - (ii) timber shingles ; or
 - (iv) slate ; or
 - (v) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process ; or
 - (vi) such other material as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion.
8. No Duplex shall be erected or permitted to remain on the lot burdened unless:-
- (i) the lot burdened has frontages to more than one public road ; and
 - (ii) the Duplex embodies at least two (2) floors designed for human habitation; and
 - (iii) vehicular access to each Dwelling contained in the Duplex is gained from different public roads.
9. No fence shall be erected or permitted to remain on the lot burdened other than a Regulation Fence which is erected within the Regulation Fencing Area of the lot burdened.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
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PART 1

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Subdivision of Lot 556 in DP 865872
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10. No Prohibited Item shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding fourteen (14) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed.
11. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.
12. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
13. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
14. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
15. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
16. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
17. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor for the time being of the lot burdened which approval may be given or withheld at the absolute discretion of

A handwritten signature in black ink, appearing to be a stylized name, located at the bottom right of the page.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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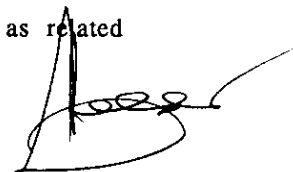
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PART 1

PLAN: DP875369

Subdivision of Lot 556 in DP 865872
covered by Council Clerk's Certificate
No. 90069

- Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale IF:-
- (i) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height ; and
 - (ii) any such sign is painted and/or decorated in its entirety by a professional signwriter.
18. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling on the relevant lot burdened.
19. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened in the event, for any reason whatsoever, that any object or thing generated by the construction of the building on the lot burdened, including but without limiting the generality thereof any spoil or rubbish, is deposited or permitted to remain on any lot adjoining the lot burdened.
20. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened:-
- (i) unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out ; and
 - (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four (4) weeks.
21. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.



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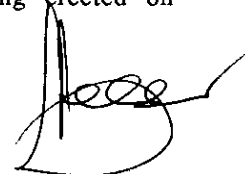
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PART 1

PLAN: DP 875369

Subdivision of Lot 556 in DP 865872
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22. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
 - (i) not visible from any public road and/or place ; or
 - (ii) is screened from any public road and/or place in a manner approved by Stockland.
23. No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
24. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
25. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber brick or masonry.
26. No solar panels used in conjunction with the heating of water or the generation of electricity shall be erected or permitted to remain on the lot burdened unless the same are either:-
 - (i) not visible from any public road or place ; or
 - (ii) are laid flat on any part of the roof of the main building erected on the lot burdened.
27. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.
28. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless:-
 - (i) that building or those buildings are not visible from any public road and/or place ; or
 - (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened ; or



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PART 1

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Subdivision of Lot 556 in DP 865872
covered by Council Clerk's Certificate
No. 90009

(iii) it is a garden shed which is visible from a public road and/or place
where:-

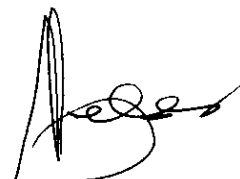
- (a) all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places; and
- (b) the same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.

The above restrictions may be released, varied or modified by or with the consent of Stockland whilst ever it owns any lot or 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 these restrictions were created.

Terms of Easement for Electricity Substation 3.5 wide Fourthly referred to in abovementioned plan

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

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



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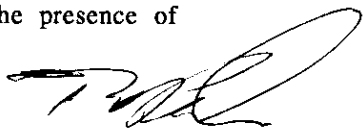
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PART 1

PLAN: DP 875369

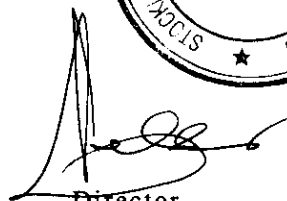
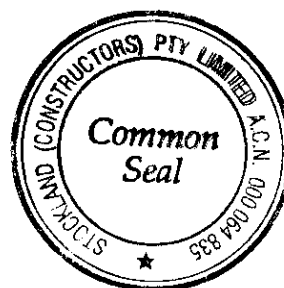
Subdivision of Lot 556 in DP 865872
covered by Council Clerk's Certificate
No. 90069

THE COMMON SEAL of STOCKLAND
(CONSTRUCTORS) PTY. LIMITED was
hereunto affixed by authority of the Board
in the presence of



Secretary

)
)
)
)



Director



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

LENGTHS ARE IN METRES

Sheet 1 of 10 Sheets

DP1011483

PART 1

Subdivision of Lot 7190 in DP 881678
Covered by Council Clerk's Certificate
No. ~~960650~~ of 2.5.00

Full Name and address of
of Land

STOCKLAND (CONSTRUCTORS)
PTY LIMITED A.C.N. 000 064 835
157 Liverpool Street,
SYDNEY NSW 1041

1. Identity of easement or
restriction firstly referred
to in abovementioned plan.

Easement to drain water 2.5 wide.

Lot Burdened

**Lots, Name of Road or Authority
benefited**

833
832
831
830
829
828
827
826
823
814
813
812
817
822
821
820
819
818

834
833, 834
832 - 834 inclusive
831 - 834 inclusive
830 - 834 inclusive
829 - 834 inclusive
828 - 834 inclusive
827 - 834 inclusive
826 - 834 inclusive
815
814, 815
813 - 815 inclusive
816
835
822, 835
821, 822, 835
820, 821, 822, 835
819, 820, 821, 822, 835

2. Identity of easement or
restriction secondly referred
to in abovementioned plan.

Easement to drain water 4 wide

Lot Burdened

**Lots, Name of Road or Authority
Benefited**

835

Council of City of Maitland.

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

LENGTHS ARE IN METRES

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DP1011483

Subdivision of Lot 7190 in DP 881678
Covered by Council Clerk's Certificate
No. 960650 of 2.5.00

3. Identity of easement or
restriction thirdly referred to
in abovementioned plan.

Restriction as to user

Lots Burdened

Lots, Name of Road or Authority
benefited

801-834

Every other lot or any of them except
Lot 835.

PART 2

Terms of Easement or restriction firstly referred to in abovementioned plan.

Easement to drain water as set out in Part III of Schedule VIII of the above Act.

Terms of Easement or restriction secondly referred to in abovementioned plan.

Easement to drain water as set out in Part III of Schedule VIII of the above Act.

Terms of Easement or restriction thirdly referred to in abovementioned plan.

1. In these restrictions as to user thirdly referred to in the abovementioned plan (which shall include the statement at the completion hereof stipulating the party by whom and with whose consent the said restrictions as to user may be released, varied or modified)

unless something in the subject matter or context is inconsistent therewith, the following expressions have the meaning attributed thereto in this restriction , that is to say :-

"Dwelling" means a room or suite of rooms occupied or used
or so constructed, designed or adapted as to be

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Subdivision of Lot 7190 in DP 881678
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No. 960650 OF 2.5.00

capable of being occupied or used as a separate domicile.

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

"Duplex" means a single building containing two but not more than two Dwellings. where part of the habitable areas of the Dwellings share a common or party wall.

"Living Area" means in respect of each Dwelling or Dwelling-house erected on the lot burdened:-

(i) all that floor area or those floor areas on each and every level of the Dwelling or Dwelling-house as is or are bounded by and comprised within the external faces of the external walls of the said Dwelling or Dwelling-house EXCEPT in the situation where any external wall or any Dwelling is a common wall with another Dwelling in which case the middle of any such common wall shall be deemed to be the external face thereof; but

(ii) shall exclude the floor area of:-
(a) any patio, terrace and/or verandah (whether covered or uncovered);
and/or
(b) any garage; and/or
(c) any carport.

"the Local Council" means The Council of the CITY OF MAITLAND.

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO
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DP1011483

Subdivision of Lot 7190 in DP 881678
Covered by Council Clerk's Certificate
No. 960650 of 2.5.00

- "Minimum Building Area" means ONE HUNDRED AND FIFTY square metres
(150m²)
- "the Prohibited Area"..... means :-
- (i) in the case of a lot which faces only one
(1) public road, that area between
the rear building line of the main building
erected thereon and the public road to
which the said lot abuts but shall not
include any area which is
not visible from any public road and/or
place; and
 - (ii) in the case of a lot which faces more than
one (1) public road, that area
between the rear building line of the main
building erected thereon and the
public road to which the said main
building faces and any other area of
the lot that is not screened from any other
public road but shall not include
any area which is not visible from any
public road and/or place.
- "Prohibited Item"..... means any plant, machinery and/or other
equipment, including but without limiting
the generality thereof any caravan, box
trailer, boat trailer, car trailer, motor
vehicle or any part thereof BUT shall not
include any motor car,
motor station wagon and/or utility that is
properly registered for use on a public
road.
- "Regulation Fence"..... means a fence which:-

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO
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Subdivision of Lot 7190 in DP 881678
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- (i) is no greater than one point eight metres (1.8m) in height; and
 - (ii) is constructed of non-corrugated sheet metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process ; and is
 - (iii) "Mist Green" in colour or similar.
- "Regulation Fencing Area" means that part of a lot which is behind the front elevation of the main building erected on that lot which front elevation shall be determined by Stockland in its sole and absolute discretion.
- "Stockland" means STOCKLAND (CONSTRUCTORS) PTY LIMITED
- "Texture Coated Material" means fibre cement sheeting with recessed edges.
- (i) which is attached to the frame of the building in such a manner that all joints between the sheets of fibre cement are concealed including but without limiting the generality thereof all joints on any corner of the building; and
 - (ii) which is attached to the frame of the building in such a manner that all materials used in the fixing of such sheets are concealed including but without limiting the generality thereof all nails and screws; and
 - (iii) which is coated with a texture roll or trowel on finish based on acrylic, with the ultimate or final colour added, together with a system of reinforcing joints to obtain a monolithic appearance.

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO
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LENGTHS ARE IN METRES

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DP1011483

Subdivision of Lot 7190 in DP 881678
Covered by Council Clerk's Certificate
No. 960650 of 2.5.00

2. No Dwelling or Dwelling-house shall be erected or permitted to remain on the lot burdened unless the Living Area of the said Dwelling or Dwelling-house is equal to or greater than the Minimum Building Area.
3. No Dwelling-house or Dwelling erected on the lot burdened shall be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first had and obtained from Stockland which approval may be given or withheld by Stockland in its absolute discretion.
4. Not more than one (1) Dwelling-house or one (1) Duplex shall be erected on the lot burdened.
5. No building containing a Dwelling shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of:-
 - (i) bricks; or
 - (ii) stone; or
 - (iii) brick and/or stone that has been
 - (a) cement rendered or painted; or
 - (b) coated with cement using the process commonly known as "bagging" and painted; or
 - (c) coated with the materials known as "Granosite" or "Granotex" or other similar coating.
 - (iv) glass; or
 - (v) Texture Coated Material; or
 - (vi) fibre cement sheeting; or
 - (vii) timber; or
 - (viii) concrete; or
 - (ix) aluminium; or
 - (x) such other materials, in such proportions, as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion; or
 - (xi) any combination of the materials referred to in sub-clauses (i) to (x) inclusive immediately above referred to in this restriction.
6. Notwithstanding anything contained in the restriction immediately preceding, the aggregate of the part or parts of the external walls constructed of:-

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- (i) fibre cement sheeting excluding so much thereof as does form part of any Texture Coated Material ; or
 - (ii) timber ; or
 - (iii) concrete ; or
 - (iv) aluminium ; or
 - (v) any combination of the materials referred to in sub-clause (i) to (iv) inclusive immediately above referred to in this restriction shall not exceed twenty-five per centum (25%) of the total area of the external walls.
7. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as "a flat roof" or a roof constructed of any material other than:-
- (i) terra cotta roof tiles ; or
 - (ii) concrete roof tiles ; or
 - (ii) timber shingles ; or
 - (iv) slate ; or
 - (v) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process ; or
 - (vi) such other material as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion.
8. No Duplex shall be erected or permitted to remain on the lot burdened unless:-
- (i) the lot burdened has frontages to more than one public road ; and
 - (ii) the Duplex embodies at least two (2) floors designed for human habitation; and
 - (iii) vehicular access to each Dwelling contained in the Duplex is gained from different public roads.
9. No fence shall be erected or permitted to remain on the lot burdened other than a Regulation Fence which is erected within the Regulation Fencing Area of the lot burdened.
10. No Prohibited Item shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding fourteen (14) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed.

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11. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.
12. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
13. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
14. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
15. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
16. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
17. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor for the time being of the lot burdened which approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale IF:-
 - (i) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height ; and
 - (ii) any such sign is painted and/or decorated in its entirety by a professional signwriter
18. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling on the relevant lot burdened.
19. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened in the event, for any reason whatsoever, that any object or thing generated by the construction of the building on the lot burdened, including but without limiting the

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- generality thereof any spoil or builder's rubbish, is deposited or permitted to remain on any lot adjoining the lot burdened.
20. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened:-
- (i) unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out ; and
 - (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four (4) weeks.
21. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
22. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
- (i) not visible from any public road and/or place ; or
 - (ii) is screened from any public road and/or place in a manner approved by Stockland.
23. No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
24. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
25. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber brick or masonry.
26. No solar panels used in conjunction with the heating of water or the generation of electricity shall be erected or permitted to remain on the lot burdened unless the same are either:-
- (i) not visible from any public road or place ; or
 - (iii) are laid flat on any part of the roof of the main building erected on the lot burdened.

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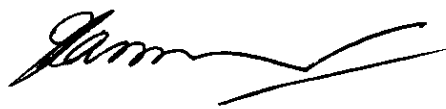
DP1011483

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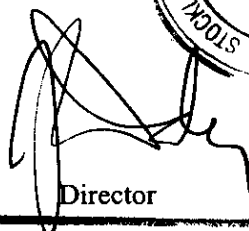
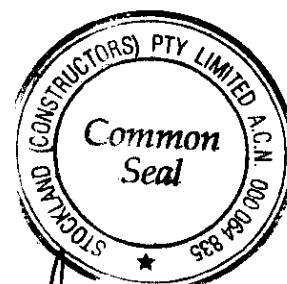
27. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.
28. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless:-
- (i) that building or those buildings are not visible from any public road and/or place; or
 - (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened; or
 - (iii) it is a garden shed which is visible from a public road and/or place where:-
 - (a) all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places; and
 - (b) the same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.

The above restrictions may be released, varied or modified by or with the consent of Stockland whilst ever it owns any lot or 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 these restrictions were created.

THE COMMON SEAL of STOCKLAND
(CONSTRUCTORS) PTY LIMITED was
hereunto affixed by authority of the Board
in the presence of)
)
)
)



Secretary



Director

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO
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DP1032278

PART 1

Subdivision of Lot 1035 in DP 1005150
and Lot 835 in DP 1011483
Covered by Council Clerk's Certificate No.

Full Name and address of
Land

STOCKLAND (CONSTRUCTORS)
PTY LIMITED A.C.N. 000 064 835
157 Liverpool Street,
SYDNEY NSW 1041

1. Identity of easement or restriction
firstly referred to in abovementioned
plan.

Easement to electricity substation 6.5
wide.

Lot Burdened

Lots, Name of Road or Authority
Benefited

1102

Energy Australia

2. Identity of easement or restriction
secondly referred to in abovementioned
plan.

Easement to drain water 2.5 wide

Lots Burdened

Lots, Name of Road or Authority benefited

1149
1148
1102
1107
1108
1118
1117
1116

1150
1149, 1150
1101
1106
1107, 1106
1119
1119, 1118
1119, 1118, 1117

3. Identity of easement or restriction
thirdly referred to in abovementioned
plan.

Easement to drain water 3.0 wide

Lots Burdened

Lots, Name of Road or Authority benefited

1132
1133

Council of City of Maitland
Council of City of Maitland

4. Identity of easement or restriction
fourthly referred to in abovementioned
plan.

Restrictions as to user

Lots Burdened

Lots, Name of Road or Authority
benefited

1101 – 1154

Every other lot or any of them except Lots
1155 and 1156

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DP1032278

Subdivision of Lot 1035 in DP 1005150
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No.

PART 2

Terms of Easement or restriction firstly referred to in abovementioned plan.

Full and free right leave liberty and licence for EnergyAustralia (hereinafter called "EA") its successors and assigns its and their officers, servants, agents, workman and contractors and all other persons authorised by it or them to act on its or their behalf.

- (a) To erect construct place inspect after repair renew maintain and use upon the lot burdened (hereinafter called "the Servient tenement" overhead and/or underground electricity transmission, conductors, mains, wires and cables and their supports therefore (including towers and poles) and other ancillary works (including substations) for the transmission of electricity (the ownership of all of which works it is hereby acknowledged is vested in EA);
- (b) To cause or permit electricity to flow or to be transmitted through and along the said conductors, mains, wires, cables and ancillary works;
- (c) With or without vehicles and plant and equipment to enter and be in the servient tenement for the purposes of exercising any right leave, liberty or licence granted hereunder; and
- (d) To cut trim or lop trees branches and other growths or foliage which now or at any time hereafter may overhang encroach or be in or on the servient tenement and which in the opinion of EA may or may be likely to interfere with any right leave liberty or licence granted hereunder;
- (e) To, for the purpose of gaining access to the servient tenement, with or without vehicles, plant and equipment enter be upon, traverse and depart from land adjoining the servient tenement owned by the owner for the time being of the servient tenement;
- (f) The Registered Proprietor does hereby for itself and other owners from time to time of the servient tenement covenant with EA that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said conductors, mains, wires, cables, supports and other ancillary works or interfere with the free flow of electric current within the easement AND that if any such damage of injury be done or interference be made the said Registered Proprietor with forthwith pay the costs to EnergyAustralia of property and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
- (g) The Registered Proprietor does hereby for itself and other owners from time to time of the servient tenement covenant with EA that it will not without the consent of EA alter or permit to be altered the existing levels of the easement nor will it without the like consent erect or permit to be erected any structure on above or below the easement.

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Subdivision of Lot 1035 in DP 1005150
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No:

Terms of Easement or restriction secondly referred to in abovementioned plan.

Easement to drain water as set out in Part III of Schedule VIII of the above Act.

Terms of Easement or restriction thirdly referred to in abovementioned plan.

Easement to drain water as set out in Part III of Schedule VIII of the above Act.

Terms of Easement or restriction fourthly referred to in abovementioned plan.

1. In these restrictions as to user fourthly referred to in the abovementioned plan (which shall include the statement at the completion hereof stipulating the party by whom and with whose consent the said restrictions as to user may be release, varied or modified) unless something in the subject matter or context is inconsistent therewith, the following expressions have the meaning attributed thereto in this restriction, that is to say:-

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

“Dwelling-house” means a single building containing one but not more than one Dwelling.

“Duplex” means a single building containing two but not more than two Dwellings, where part of the habitable areas of the Dwellings share a common or party wall.

“Living Area” means in respect of each Dwelling or Dwelling-house erected on the lot burdened:-

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- (i) all that floor area or those floor areas on each and every level of the Dwelling or Dwelling-house as is or are bounded by and comprised within the external faces of the external walls of the said Dwelling or Dwelling-house EXCEPT in the situation where any external wall or any Dwelling is a common wall with another Dwelling in which case the middle of any such common wall shall be deemed to be the external face thereof; but
- (ii) shall exclude the floor area of:-
 - (a) any patio, terrace and/or verandah (whether covered or uncovered); and/or
 - (b) any garage; and/or
 - (c) any carport.

"the Local Council" means The Council of the CITY OF MAITLAND.
"Minimum Building Area" means ONE HUNDRED AND FIFTY square metres (150m²)
"the Prohibited Area" means :-

- (i) in the case of a lot which faces only one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said lot abuts but shall not include any area which is not visible from any public road and/or place; and

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- (ii) in the case of a lot which faces more than one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said main building faces and any other area of the lot that is not screened from any other public road but shall not include any area which is not visible from any public road and/or place.

"Prohibited Item"..... means any plant, machinery and/or other equipment, including but without limiting the generality thereof any caravan, box trailer, boat trailer, car trailer, motor vehicle or any part thereof BUT shall not include any motor car, motor station wagon and/or utility that is properly registered for use on a public road.

"Regulation Fence"..... means a fence which:-

- (i) is no greater than one point eight metres (1.8m) in height; and
- (ii) is constructed of non-corrugated sheet metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process ; and is
- (iii) "Mist Green" in colour or similar.

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- "Regulation Fencing Area" means that part of a lot which is behind the front elevation of the main building erected on that lot which front elevation shall be determined by Stockland in its sole and absolute discretion.
- "Stockland" means STOCKLAND (CONSTRUCTORS) PTY LIMITED
- "Texture Coated Material" means fibre cement sheeting with recessed edges.
- (i) which is attached to the frame of the building in such a manner that all joints between the sheets of fibre cement are concealed including but without limiting the generality thereof all joints on any corner of the building; and
 - (ii) which is attached to the frame of the building in such a manner that all materials used in the fixing of such sheets are concealed including but without limiting the generality thereof all nails and screws; and
 - (iii) which is coated with a texture roll or trowel on finish based on acrylic, with the ultimate or final colour added, together with a system of reinforcing joints to obtain a monolithic appearance.

2. No Dwelling or Dwelling-house shall be erected or permitted to remain on the lot burdened unless the Living Area of the said Dwelling or Dwelling-house is equal to or greater than the Minimum Building Area.
3. No Dwelling-house or Dwelling erected on the lot burdened shall be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first had and obtained from Stockland which approval may be given or withheld by Stockland in its absolute discretion.

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4. Not more than one (1) Dwelling-house or one (1) Duplex shall be erected on the lot² burdened.
5. No building containing a Dwelling shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of:-
 - (i) bricks; or
 - (ii) stone; or
 - (iii) brick and/or stone that has been
 - (a) cement rendered or painted; or
 - (b) coated with cement using the process commonly known as "bagging" and painted; or
 - (c) coated with the materials known as "Granosite" or "Granotex" or other similar coating.
 - (iv) glass; or
 - (v) Texture Coated Material; or
 - (vi) fibre cement sheeting; or
 - (vii) timber; or
 - (viii) concrete; or
 - (ix) aluminium; or
 - (x) such other materials, in such proportions, as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion; or
 - (xi) any combination of the materials referred to in sub-clauses (i) to (x) inclusive immediately above referred to in this restriction.
6. Notwithstanding anything contained in the restriction immediately preceding, the aggregate of the part or parts of the external walls constructed of:-
 - (i) fibre cement sheeting excluding so much thereof as does form part of any Texture Coated Material ; or
 - (ii) timber ; or
 - (iii) concrete ; or
 - (iv) aluminium ; or
 - (v) any combination of the materials referred to in sub-clause (i) to (iv) inclusive immediately above referred to in this restriction shall not exceed twenty-five per

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7. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as "a flat roof" or a roof constructed of any material other than:-
 - (i) terra cotta roof tiles ; or
 - (ii) concrete roof tiles ; or
 - (ii) timber shingles ; or
 - (iv) slate ; or
 - (v) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process ; or
 - (vi) such other material as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion.
8. No Duplex shall be erected or permitted to remain on the lot burdened unless:-
 - (i) the lot burdened has frontages to more than one public road ; and
 - (ii) the Duplex embodies at least two (2) floors designed for human habitation; and
 - (iii) vehicular access to each Dwelling contained in the Duplex is gained from different public roads.
9. No fence shall be erected or permitted to remain on the lot burdened other than a Regulation Fence which is erected within the Regulation Fencing Area of the lot burdened.
10. No Prohibited Item shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding fourteen (14) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed.
11. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.
12. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.

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13. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
14. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
15. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
16. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
17. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor for the time being of the lot burdened which approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale IF:-
 - (i) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height ; and
 - (ii) any such sign is painted and/or decorated in its entirety by a professional signwriter
18. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling on the relevant lot burdened.
19. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened in the event, for any reason whatsoever, that any object or thing generated by the construction of the building on the lot burdened, including but without limiting the generality thereof any spoil or builder's rubbish, is deposited or permitted to remain on any lot adjoining the lot burdened.
20. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened:-
 - (i) unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out ; and

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- (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four (4) weeks.
21. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
22. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
- (i) not visible from any public road and/or place ; or
- (ii) is screened from any public road and/or place in a manner approved by Stockland.
23. No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
24. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
25. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber brick or masonry.
26. No solar panels used in conjunction with the heating of water or the generation of electricity shall be erected or permitted to remain on the lot burdened unless the same are either:-
- (i) not visible from any public road or place ; or
- (ii) are laid flat on any part of the roof of the main building erected on the lot burdened.
27. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.
28. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless:-
- (i) that building or those buildings are not visible from any public road and/or place;
- or

MA
MC

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

LENGTHS ARE IN METRES

Sheet 11 of 11 Sheets

DP1032278

Subdivision of Lot 1035 in DP 1005150
and Lot 835 in DP1011483
Covered by Council Clerk's Certificate
No.

- (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened; or
- (iii) it is a garden shed which is visible from a public road and/or place where:-
 - (a) all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places; and
 - (b) the same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.

The above restrictions may be released, varied or modified by or with the consent of Stockland whilst ever it owns any lot or 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 these restrictions were created.

THE COMMON SEAL of STOCKLAND)
(CONSTRUCTORS) PTY LIMITED was)
hereunto affixed by authority of the Board)
in the presence of)



Philip [Signature]

Secretary

M. [Signature]

Director



Certificate No.: PC/2025/4281

Certificate Date: 21/11/2025

Fee Paid: \$71.00

Receipt No.:

Your Reference: 61874/25

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

APPLICANT:	Infotrack Pty Ltd ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	28 Murphy Circuit ASHTONFIELD NSW 2323
PARCEL NUMBER:	39329
LEGAL DESCRIPTION:	Lot 1146 DP 1032278

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

263 High Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

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

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

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

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

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

The land IS NOT in a special contributions area.

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

ITEM 4 – Complying Development

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

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

Complying development under the **Low Rise 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 is within a proclaimed Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. The approval of Subsidence Advisory NSW is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current or future mining. It is strongly recommended prospective purchasers consult with Subsidence Advisory NSW regarding mine subsidence and any surface development guidelines. The Board can assist with information about mine subsidence and advise whether existing structures comply with the requirements of the Act.

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

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

ITEM – 15 Property vegetation plans

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

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

ITEM – 16 Biodiversity stewardship sites

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

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

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

ITEM 17 – Biodiversity certified land

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

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

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

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

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

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

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

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

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

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

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

ITEM 20 – Western Sydney Aerotropolis

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

ITEM 21 – Development consent conditions for seniors housing

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

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

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

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

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

proposed development on the land and, if there is a certificate –

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

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

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

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

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

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

ITEM 23 – Water or Sewerage services

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

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

Note –

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

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

Contaminated Land

- a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- b) The land to which this certificate relates is NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.
- c) The land to which this certificate relates is NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

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

Jeff Smith
General Manager

263 High-Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

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

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

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(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.

AGREEMENT

This Agreement is made on 21 / 02 / 2025 at: 26 Elgin Street, Maitland NSW BETWEEN

LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s:

Phone: N/A Mobile: N/A Email:

Other Contact Details: N/A

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides: N/A

Note. The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address):

C/ - Valley Estate Agents Pty Ltd

Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s:

Address for service of notices (if not address of Residential Premises):

28 Murphy Circuit, Ashtonfield NSW 2323

Phone: N/A Mobile: Email:

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: Valley Estate Agents Pty Ltd

Address: 26 Elgin Street ACN: 617460894

Maitland NSW 2320 ABN: 21617460894

Phone: (02) 4934 1901 Mobile: 0418 798 694 Email: valleyestateagents@email.propertyme.com

Licence No.: 100059752 Licence Expiry: 25/05/2026

TERM OF AGREEMENT

The term of this Agreement is:

6 Months 12 Months 18 Months 2 Years 3 Years 5 Years

Other (Please specify) Fifty-two (52) Weeks

Periodic (no end date)

starting on: 28 / 05 / 2025 and ending on: 26 / 05 / 2026 (cross out if not applicable)

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.

Initial
SC

Initial
u

Initial
NR

RESIDENTIAL PREMISES Note: insert any excluded items in the Other Additional Terms Item on the signature page

The residential premises are: **28 Murphy Circuit, Ashtonfield, NSW 2323**

The residential premises include: (include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)

Double Garage

RENT/RENT INCREASE

The rent is: **\$580.00** per: **Week** payable in advance starting on: **28 / 05 / 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.

Rent Increase 1: Then from: / / pay: per: **Week**

Rent Increase 2: Then from: / / pay: per: **Week**

Note. Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.

The tenant must pay the rent in advance on the **Wednesday** of every **Week** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: at: by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **Valley Estate Agents** Bank: **Macquarie Bank**

BSB: **182-222** Account No.: **3038 41852** Payment Reference: **280002909**

or any other account nominated by the landlord, or

(c) as follows:

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)

A rental bond of \$ must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

the landlord or another person, or

the landlord's agent, or

NSW Fair Trading through Rental Bonds Online.

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.

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

No more than **4** persons may ordinarily live in the Premises at any one time.

Other people who will ordinarily live at the premises may be listed here: (cross out if not needed)

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **KGB Electrical - Greg Brown** Phone: **0432 782 844**

Plumbing Repairs: **Hunter Valley Plumbing** Phone: **0401 140 555**

Building Repairs: Phone:

Other Repairs: **Valley Estate Agents After Hours (First Option)** Phone: **0418 798 694**

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WATER USAGE

Will the Tenant be required to pay separately for water usage? Yes No If 'yes', see Clauses 12 and 13

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.

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? Yes No If yes, see clause 50.

Email Address: valleystateagents@email.propertyme.com.

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

Tenant

Does the tenant give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.

Email Address:

[Specify email address to be used for the purpose of serving 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.

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report, prepared for a tenancy agreement dated 24 / 05 / 2023 and entered into by the tenant, applies to this Agreement.

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.

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STANDARD TERMS OF 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

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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 the *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

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- 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, and
- 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 the 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]:

Refer Addendum A (Item A1)

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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

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- 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.

- 56.1 The tenant agrees:**
- (a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.
 - (b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.
 - (c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.
 - (d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.

- 56.2 The tenant agrees** not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

ADDITIONAL TERM - CONDITION REPORT

- 57.** Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.
- 57.1 The condition report will form part of and be included in this agreement.
- 57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - INSPECTIONS

- 58.1** The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.
- 58.2** Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

ADDITIONAL TERM - CARE AND USE OF PREMISES

- 59. The tenant agrees,** in addition to the requirements of Clauses 16, 17 and 18 of this agreement:
- 59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.
- 59.2 not to paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.
- 59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
- 59.4 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 59.5 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 59.6 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 59.7 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 59.8 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.9 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.10 where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.
- 59.11 not to affix any television antenna to the premises.
- 59.12 not to maliciously or negligently damage the premises or any part of the premises.
- 59.13 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or its guest/s.
- 59.14 at the commencement of the tenancy, the Landlord has provided the premises with all light bulbs, LED lights and fluorescent tubes in good working order. The Tenant will promptly replace, at the Tenant's cost, blown or damaged light bulbs, LED lights or fluorescent tubes (and starters, if required) and ensure all are in a working condition at the end of the tenancy. Where damage has been occasioned by the Landlord or its Agent, it shall be the Landlord's responsibility to replace such damaged equipment.
- 59.15 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 59.16 to notify the landlord of any infectious disease at the premises.

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59.17 where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

60. Swimming Pool Safety and Maintenance

60.1 At the commencement of the tenancy, the landlord will:

- (a) handover the pool in a condition that is safe for use
- (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.

60.2 During the term of the tenancy:

- (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - (1) child restraint barriers are in place and properly maintained;
 - (2) access gates and doors are securely closed at all times;
 - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool;
 - (4) at all times, there are no climbable objects near the child restraint barriers that would allow children to access the swimming pool.
- (b) where a child restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
- (c) the tenant is responsible for general maintenance including:
 - (1) regular cleaning of filter baskets
 - (2) maintaining required water levels
 - (3) removing vegetation and other rubbish from the pool
 - (4) maintaining the pool water condition
 - (5) regular pool services
 - (6) payment of costs for all required pool chemicals
 - (7) advising the landlord or the agent immediately of any pool related problem.

60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:

- (a) opportunity to inspect the pool; and/or
- (b) a pool condition report completed by a professional pool service company.

The tenant is to return the pool in good order and condition as at the beginning of the tenancy.

60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.

60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term **the tenant agrees:**
- (a) to deliver vacant possession in accordance with the termination notice; and
 - (b) to deliver up all keys and security devices; and
 - (c) to advise as soon as possible of the tenants contact address.
63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.
64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:
- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
 - (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
 - (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
 - (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.
- 65.1 Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the *Residential Tenancies Act 2010* or any other applicable law.
- 65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:
- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
 - (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
 - (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
 - (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
 - (e) Leave the premises (including the grounds) in a neat and tidy condition.
 - (f) Fumigate as reasonably required if pets have been on the premises.
 - (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
 - (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination **the tenant agrees** to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).

69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.

70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

71. The tenant will at all times comply with all applicable statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises including health and safety, noise or the tenant's occupation of the premises generally.

ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.

73. **The tenant agrees** not to, by act or omission, either directly or indirectly, do anything which would:

- (a) cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
- (b) cause or expose the landlord to any claim on any such insurance policy; or
- (c) cause any such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.

74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

ADDITIONAL TERM - PRIVACY

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.

(b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.

(c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:

- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
- (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
- (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
- (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
- (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
- (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
- (7) Owners Corporations.

(d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.

(e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.

(f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

(g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.

(b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:

- (1) by delivering it to the party personally; or

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- (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
- (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
- (4) by email, where the party has given express consent in accordance with clause 50; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.
- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **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.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **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.

NOTES

1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **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.
- (4) **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.
- (5) **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*.

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.

OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

Refer Addendum A (Item A2)

SIGNATURES

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 Date: 28 February 2025
.....
ndlord's agent on behalf of the landlord)

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.

..... Date: 28 February 2025
.....
d or landlord's agent on behalf of the landlord)

Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

SIGNED BY THE TENANT Date: 25 February 2025
.....

SIGNED BY THE TENANT (2) Date: 28 February 2025
.....

SIGNED BY THE TENANT (3): Date: / /
(Signature of tenant 3)

SIGNED BY THE TENANT (4): Date: / /
(Signature of tenant 4)

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.

..... Date: 25 February 2025
SIGNED BY THE TENANT/S

For information about you 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

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Addendum A

A1. Additional Term - Pets - Detail

Approval for Cat (1) OUTSIDE ONLY

Tenant agrees when they vacate the premises they will have the property professionally sprayed and fumigated for flees inside and outside. Tenant will also have the carpets professionally cleaned and deodorised and any damage caused by the animal will be at the cost of the tenant

A2. Other Additional Terms

Water Usage Charges

The Tenant agrees that if the property is separately metered for water usage and meets water efficiency standards at any time throughout the tenancy, they will begin paying for water usage starting from the compliance date as outlined in the lease agreement.

Contact Details

The Tenant agrees to promptly update any changes to their contact information, such as mobile number, email, or postal address. Failure to do so may result in missed communication.

Routine Inspections

The Tenant agrees to receive all inspection notices through email. If email is not available, notices will be sent by mail. If you cannot attend, we will use our office key to gain access. If you wish to be present for your inspection, you must adjust your schedule accordingly to be in attendance. Inspection times cannot be rescheduled. The Tenant also consents to photographs being taken for inclusion in a report intended for the Landlord.

Alterations

The Tenant agrees to not to make any alterations to the premises without the Landlords permission. This includes that the Tenant is not to fix anything to the walls (eg: Hooks, pins, nails, stickers, tape, LED strip lights). Any damages caused by alterations are the responsibility of the Tenant to repair. The Tenant will be asked to remove/rectify any unapproved alterations.

NBN/Internet/Phone/Pay TV Connection

The Tenant agrees that the availability of technology-related services, such as the internet, NBN, telephone, fax, and pay TV, is solely the responsibility of the Tenant to investigate before signing the Residential Tenancy Agreement. The Landlord is not obligated to provide these services. The Tenant agrees that if the property does not currently have these services connected, they will obtain the Landlord's permission before installing such services. At the end of the tenancy, the Tenant will not remove the connection without the Landlords' approval.

Repairs & Maintenance

The Tenant agrees to promptly notify the office of any repair or maintenance issues as they occur. Notifications can be made through the PropertyMe App or via email. The sole exception to this rule pertains to emergency repairs, which must be reported immediately via phone call to the office.

After necessary maintenance is completed, the Tenant will inform the agent if, in the Tenant's opinion, the work is unsatisfactory or unfinished.

The Tenant agrees that if a tradesperson is sent to repair an issue at the property and it is determined that the problem was caused by the Tenant or their belongings, the Tenant will be responsible for any resulting invoices.

Garden Maintenance

The Tenant agrees to maintain all lawn and garden areas on a regular basis, this includes mowing, watering, weeding, pruning, and pest control. All garden waste must be removed from the premises. The Tenant also agrees to repair/replace any damaged turf caused by pets.

Pest Control

The Tenant agrees to be responsible for the prevention and control of general pests, including but not limited to cockroaches, ants, spiders, lawn grubs, and other similar pests. The Tenant shall promptly notify the Landlord of any pest infestations requiring professional extermination beyond routine maintenance. The Tenant shall maintain the cleanliness of the premises and take necessary preventive measures to minimise pest infestations. The Landlord reserves the right to arrange and charge for pest control services if deemed necessary due to the Tenant's negligence or failure to adhere to these responsibilities

Cleaning

The Tenant agrees to consistently clean all parts of the property and, when necessary, follow the manufacturer or Landlord's cleaning instructions.

Proper Use of Toilet Facilities

The Tenant agrees to only flush toilet paper, human waste (urine and feces) down the toilet. The disposal of any other items, including but not limited to sanitary products, wipes, tissues, paper towels, food, and other foreign objects, is strictly prohibited. Any blockages or damage resulting from the improper use of toilet facilities will be the Tenant's responsibility, including the costs of repairs or plumbing services.

Remember: Only paper, pee, and poo go down the loo!

Smoking

The Tenant agrees not to smoke or allow smoking inside the property, including the garage. If smoking occurs, the Tenants will be responsible for professionally cleaning all affected surfaces.

Carpet

In the event of a carpet stain, the Tenant agrees to promptly clean it to prevent permanent staining. The Tenant agrees to place protective mats underneath any office chairs in carpeted rooms to prevent damage to the carpet.

Mould & Mildew

The Tenant agrees to ensure regular ventilation of the property by opening windows or doors. If mould or mildew occurs due to the Tenant's lifestyle choices or normal factors such as showering or condensation, the Tenant agrees to promptly address and clean it.

Potted Plants

The Tenant agrees to place protective plates or saucers under potted plants situated on any indoor or outdoor surface.

Air Conditioning Filters & Exhaust Fans

The Tenant agrees to maintain regular cleaning of the air conditioner filters including ducted air conditioner filters, range hood filters, ceiling fans, and exhaust fans.

Pet Approval

Where the Tenant is allowed under the lease agreement to

Addendum A (continued)

have pets on the property, they agree that these pets will not enter any indoor areas of the premises. Upon vacating the property, the Tenant agrees to arrange for professional flea spraying both inside and outside the premises, as well as professional cleaning of the carpets, an invoice must be provided as evidence that the work has been completed. The Tenant agrees to repair any damage caused by the pet (EG: Scratched glass doors, damaged turf, torn fly screens, chewed fittings ect)

Pets Security

The Tenant agrees that the security and safety of any pets kept on the premises are solely their responsibility, including but not limited to ensuring that the pets do not pose a threat to other Tenants, neighbours, or property. It is the Tenant's responsibility to ensure that the pet is not able to escape when the agents attend for routine inspections. Additionally, any unfriendly pets should either be secured or absent from the home during inspections.

Inflatable Swimming Pools and Spa Pools

The Tenant agrees not to construct or utilise on the property any inflatable swimming pool or spa pool capable of holding water deeper than 300mm. These pools are categorised as swimming pools under the Swimming Pools Act 1992 and require compliant pool fencing or barriers.

Garages

The Tenant agrees that the garage/sheds on the property will be primarily used for parking a motor vehicle only. In the event of an oil leak from the Tenant's vehicle, they agree to use a protective barrier underneath to prevent staining on the floor or driveway.

Vehicles

The Tenant agrees not to park or store vehicles, including trailers, in areas not designated for parking. No unregistered cars, tires, or parts are to be left in an untidy manner on the property. Tenants must not park on the grass at any time and must ensure that council land is clear of any vehicles. The Tenant agrees not to park on or obstruct any shared driveways.

Keys & Security

The Tenant agrees that they are responsible for the security of the property. The Tenant is accountable for replacing any lost keys or locking devices; if replacement isn't feasible, the Tenant may need to arrange for the lock or locking device to be changed. Any duplicate keys must be returned when vacating the property. In the event that the Tenant becomes locked out of the premises, the tenant can make arrangements to borrow the office set of keys. The agent does not guarantee that keys for all locks are available. If the tenant is unable to arrange collection of the office keys, they will be responsible for the cost of a locksmith.

Break In

The Tenant agrees to promptly notify the police in case of a break-in and obtain a police report number. Subsequently, the Tenant must inform the agent about the incident and provide the report number.

Insurance

The Tenant agrees to obtain contents insurance if they wish to insure their belongings, as the Landlord's insurance does not cover personal belongings of the Tenant.

Appliance Manuals

The Tenant agrees to leave any/all operation manuals at the property upon vacating.

Tenancy Database

The Tenant agrees that in the event of breaching the Residential Tenancy Agreement, resulting in an amount owed to the Landlord exceeding the rental bond, or if the NSW Civil & Administrative Tribunal makes a ruling in favour of the Landlord, the Landlord reserves the right to record the Tenant's personal information in a Tenancy database such as TICA.