

# Contract for the sale and purchase of land 2022 edition

**TERM**  
 vendor's agent

**MEANING OF TERM**  
**First National Real Estate Maitland**  
**454 High street, Maitland NSW 2320**  
**Email. [sales@fnrem.com.au](mailto:sales@fnrem.com.au)**

**NSW DAN:**  
**Phone: 4933 5544**  
**Ref: Jade Tweedie**

co-agent

vendor

vendor's solicitor

**HCN Law**  
**Suite 2, 15-17 Church Street, Maitland NSW 2320**  
**PO Box 295, Maitland NSW 2320**  
**Email: [admin@hcnlaw.com.au](mailto:admin@hcnlaw.com.au)**

**Phone: 02 4934 6899**  
**Ref: MN:TC:23/230**

date for completion **42nd day after the contract date** (clause 15)

land (address, plan details and title reference) **Unit 2, 13 Cananga Court, Largs NSW 2320**  
**Lot 2 in Strata Plan 87978**  
**Folio Identifier 2/SP87978**

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

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	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: raised garden bed			
exclusions	<b>cement garden seats, ceramic garden pond</b>			
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**

<b>VENDOR</b>	<b>PURCHASER</b>												
<p><b>Signed by</b></p>    <p>_____ Vendor</p>    <p>_____ Vendor</p>	<p><b>Signed by</b></p>    <p>_____ Purchaser</p>    <p>_____ Purchaser</p>												
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>												
<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>   <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Office held</p> </td> <td style="border: none;"> <p>_____ Office held</p> </td> </tr> </table>	<p>_____ Signature of authorised person</p>	<p>_____ Signature of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Office held</p>	<p>_____ Office held</p>	<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>   <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Office held</p> </td> <td style="border: none;"> <p>_____ Office held</p> </td> </tr> </table>	<p>_____ Signature of authorised person</p>	<p>_____ Signature of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Office held</p>	<p>_____ Office held</p>
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<p>_____ Name of authorised person</p>	<p>_____ Name of authorised person</p>												
<p>_____ Office held</p>	<p>_____ Office held</p>												

**Choices**Vendor agrees to accept a **deposit-bond** NO  yes**Nominated Electronic Lodgement Network (ELN)** (clause 4):  
**Manual transaction** (clause 30)

PEXA

 NO  yes

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable NO  yes**GST:** Taxable supply NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

 NO  yes

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

 not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b)) by a vendor who is neither registered nor required to be registered for GST (section 9-5(d)) GST-free because the sale is the supply of a going concern under section 38-325 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an **GSTRW payment**  
(GST residential withholding payment) NO  yes (if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW** rate (residential withholding rate): \$Amount must be paid:  AT COMPLETION  at another time (specify):Is any of the consideration not expressed as an amount in money?  NO  yes

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

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

## List of Documents

<b>General</b>	<b>Strata or community title (clause 23 of the contract)</b>
<input checked="" type="checkbox"/> 1 property certificate for the land <input 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 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 type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" 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 off-the-plan contract
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p><b>Other</b></p> <input checked="" type="checkbox"/> 60 Strata Certificate of Currency of Insurance
<p><b>Swimming Pools Act 1992</b></p> <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**

No Strata Manager – Strata Plan is registered on Strata Hub

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <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"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</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 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;



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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 *-serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 ~~the purchaser can sue the vendor to recover damages for breach of contract; and~~
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

**13 Goods and services tax (GST)**

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

**14 Adjustments**

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

**15 Date for completion**

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

**16 Completion****• Vendor**

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

**• Purchaser**

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

**17 Possession**

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

**18 Possession before completion**

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

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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.

2/13 CANANGA CT, LARGS 2320

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## SPECIAL CONDITIONS

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**These are the special conditions to the contract for the sale of land**

**BETWEEN Justina Keryll Jefferson (Vendor)**

**AND**

**(Purchaser)**

**1. Notice to complete**

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- (a) In the event of either party failing to complete this Contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a Notice to Complete, requiring the other to complete within 14 days from the date of service of the Notice, and this time period is considered reasonable by both parties. For the purpose of this Contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this Contract.
- (b) In the event that the Vendor issues a Notice to Complete pursuant to special condition 1(a) then the Purchaser agrees to pay the sum of \$250.00 plus GST to the Vendor's Solicitor on completion to reimburse the Vendor for the cost of issuing the Notice to Complete. This special condition does not affect the Vendor's rights against the Purchaser to recover any other damages.

**2. Death or incapacity**

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Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the *Mental Health Act*, or become bankrupt, or if a company go into liquidation, then either party may rescind this Contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

**3. Purchaser acknowledgements**

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The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

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**4. Late completion**

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In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 8% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

**5. Agent**

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The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

**6. Swimming pool**

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The property does not have a swimming pool.

**7. Deposit bond**

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- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

**8. Electronic settlement**

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- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures.

- 
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
  - (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
  - (e) Settlement takes place when the financial settlement takes place.
  - (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
  - (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. The parties must settle as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
  - (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

#### **9. Hunter Water Corporation**

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The Purchaser acknowledges that Hunter Water Corporation does not make available individual dwelling internal lot connection diagrams in the ordinary course of administration. For the purpose of satisfying the *Conveyancing Sale of Land Regulation 2017*, Schedule 1 the "Service Location Plan" attached to this Contract is sufficient.

#### **10. Reduced Deposit**

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- (a) If the parties agree, the deposit payable pursuant to the Contract is ten per cent (10%) of the Purchase Price and is payable in the following instalments:
  - (i) 5% on exchange of Contracts;
  - (ii) 5% on the completion date set out in this Contract or upon the event of the Purchaser defaulting in the observance or performance of any obligation imposed on the purchaser herein.
- (b) This clause does not restrict the Vendor from making any further claim under Clause 9 of the Contract.

#### **11. No Settlement during Christmas Break**

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Notwithstanding anything else contained herein:

- (a) If the completion date or any notice to complete requires completion on a date from and including 23 December 2024 to 10 January 2025 then the date for completion shall be deemed to be **Friday, 17 January 2025**;
- (b) Where the completion of the Contract has been extended in accordance with this special condition, no amount pursuant to special condition 4 shall be payable between the periods 23 December 2024 and 17 January 2025.

#### **12. Attached documents**

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The Purchaser accepts the documents (including the content of the documents) attached to this contract and acknowledges that they cannot terminate or rescind this contract, delay completion or make any objection, requisition or claim in relation to:



- 
- (a) Any matter disclosed in the documents;
  - (b) any document being inaccurate or incomplete; or
  - (c) the Vendor (or the Vendor's mortgagee) not being able to provide the original of any document before, on or after completion.

**13. Inconsistency and severability**

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If there is any inconsistency between these special conditions and standard clauses 1–32 (inclusive), these special conditions prevail to the extent of any such inconsistency. The unenforceability of a particular clause or special condition in this contract does not affect the enforceability of the remaining clauses or special conditions in the contract.

**14. Entire Agreement**

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The Purchaser acknowledges that this contract contains everything that the vendor has agreed upon in relation to the sale of the property and comprises the entire agreement between the parties. The Purchaser cannot rely on any earlier document nor anything said or done by the vendor (or by any agent or representative of the Vendor) before the date of this contract.

**15. Waiver of breach**

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No waiver of any breach of this contract or any of the terms of this contract is effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach operates as a waiver of any other breach or subsequent breach.

**16. Electronic Execution and Exchange**

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The parties agree that, for the purposes of the execution and exchange of this contract:

- (a) this contract may be signed:
  - (i) electronically by any party; and
  - (ii) in counterparts, each of which will be deemed to be an original counterpart and all of which together will constitute one contract;
- (b) an electronic form of this contract is deemed to constitute an original counterpart;
- (c) a scanned, digital or other electronically applied signature of any party (or witness) is deemed to identify that party (or witness) and to constitute an original signature;
- (d) each party consents to be bound by an electronic counterpart of the contract containing their electronically applied signature; and
- (e) exchange may take place by email, or by such other electronic means as may be agreed in writing by the parties, using electronic counterparts containing electronically applied signatures (which together will constitute the original contract) and this method of exchange has the same force and effect as the exchange of paper counterparts containing wet ink signatures.



FOLIO: 2/SP87978

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SEARCH DATE	TIME	EDITION NO	DATE
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10/10/2024	12:30 PM	3	8/9/2018

LAND

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LOT 2 IN STRATA PLAN 87978  
AT LARGS  
LOCAL GOVERNMENT AREA MAITLAND

FIRST SCHEDULE

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(T AI700129)

SECOND SCHEDULE (3 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP87978
- 2 SP87978 RESTRICTION(S) ON THE USE OF LAND
- 3 AI700130 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP87978

SEARCH DATE	TIME	EDITION NO	DATE
21/8/2023	10:27 AM	1	22/2/2013

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 87978  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LARGS  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF MIDDLEHOPE COUNTY OF DURHAM  
TITLE DIAGRAM SP87978

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 87978  
ADDRESS FOR SERVICE OF DOCUMENTS:  
13 CANANGA COURT  
LARGS  
NSW 2320

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS  
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE  
AT THE DATE OF REGISTRATION OF THE SCHEME  
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
- 3 DP1067216 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 4 DP1067216 EASEMENT TO DRAIN WATER 3.5 METRE(S) WIDE AND  
VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1067216 EASEMENT TO DRAIN WATER OVER THE ENTIRE LOT LIMITED  
IN HEIGHT TO RL 5.8 APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 6 DP1071937 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
AB407570 VARIATION OF EASEMENT DP1071937 SITE VARIED AS  
SHOWN IN PLAN WITH BOOK 4454 NO 921  
AB407571 VARIATION OF EASEMENT DP1071937 SITE VARIED AS  
SHOWN IN PLAN WITH AB407571
- 7 DP1071937 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 8 DP1071937 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (9) IN THE S.88B INSTRUMENT
- 9 DP1071937 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP87978  
-----

PAGE 2

-----  
SECOND SCHEDULE (9 NOTIFICATIONS) (CONTINUED)  
-----

NUMBERED (10) IN THE S.88B INSTRUMENT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)  
-----

STRATA PLAN 87978

LOT	ENT	LOT	ENT
1	- 50	2	- 50

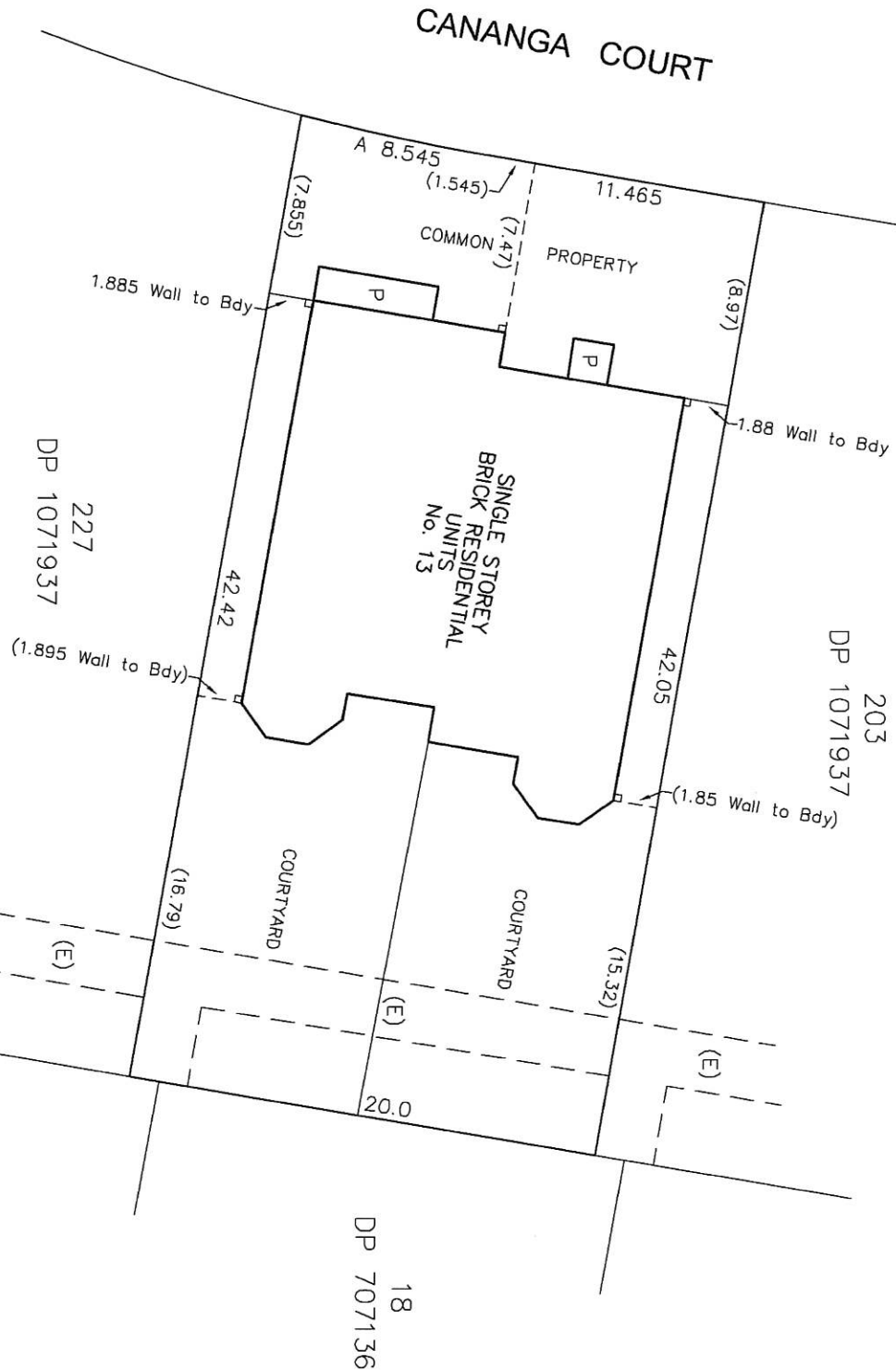
NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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



**LOCATION PLAN**



P - COVERED PATIO  
 (E) EASEMENT TO DRAIN WATER, 2.5 WIDE (DP 1071937).

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

Surveyor: **GEOFFREY ALLAN GOLLEGE**  
 Surveyor's Ref: 253.12  
 Subdivision No: 051003  
 Lengths are in metres. Reduction Ratio 1:200

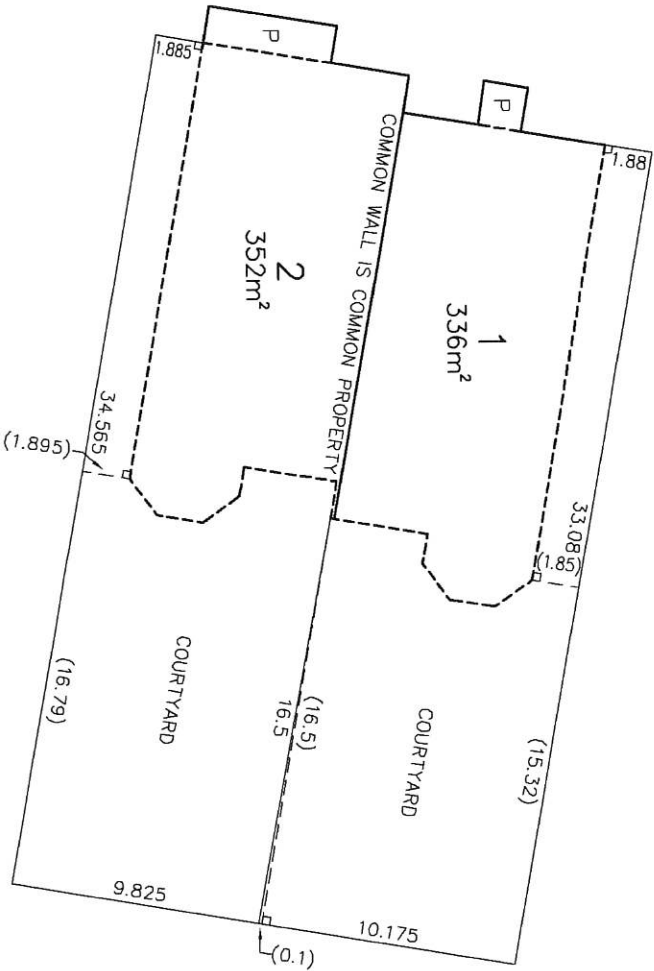
Registered  
 22.2.2013

**SP87978**

M. G. A.

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.

FLOOR PLAN



P - COVERED PATIO

WALLS ABUTTING COMMON PROPERTY ARE PART OF THEIR RESPECTIVE LOTS, AND ARE NOT COMMON PROPERTY.

THE WHOLE OF THE STRUCTURE OF THE BUILDING WITHIN EACH LOT FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY.

LOTS ARE LIMITED IN HEIGHT TO 7m ABOVE AND IN DEPTH TO 3m BELOW THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE GARAGE FLOORS. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER IS COMMON PROPERTY.

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

Surveyor: <b>GEOFFREY ALLAN GOLLEGE</b> Surveyor's Ref: 253.12 Subdivision No: 051003 Lengths are in metres, Reduction Ratio 1:200	Registered  22.2.2013	<b>SP87978</b>
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STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:  22.2.2013  
 Purpose: STRATA PLAN

**SP87978**

PLAN OF SUBDIVISION OF LOT 204  
 DP 1071937

LGA: MAITLAND  
 Locality: LARGS  
 Parish: MIDDLEHOPE  
 County: DURHAM

Strata Certificate (Approved Form 5)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No 87978  
 No. 13 CANANGA COURT  
 LARGS NSW 2320

(1) The Council of MAITLAND  
~~The Accredited Certifier~~  
 Accreditation number: .....  
 has made the required inspections and is satisfied that the requirements of,  
 (a) Section 37 or 37A *Strata Schemes (Freehold Development) Act 1973* and  
 clause 29A *Strata Schemes (Freehold Development) Regulation 2012*,  
 (b) ~~Section 88 or 88A *Strata Schemes (Leasehold Development) Act 1986* and~~  
 clause 30A of the ~~*Strata Schemes (Leasehold Development) Regulation 2012*~~,  
 have been complied with and approves of the proposed strata plan illustrated in  
 the plan with this certificate.

The adopted by-laws for the scheme are:  
 \*A RESIDENTIAL Model By-laws  
 \*together with, Keeping of animals: Option \*A/~~B/C~~  
 \*By laws in \_\_\_\_\_ sheets filed with plan.  
 \* Strike through if inapplicable  
 ^ Insert the type to be adopted (Schedule 2 - 7 *Strata Schemes Management Regulation 2010*)

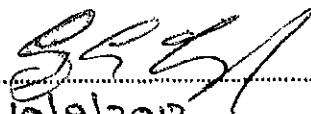
~~(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant  
 development consent in force, and that all conditions of the development consent  
 that by its terms are required to be complied with before a strata certificate may  
 be issued, have been complied with.~~  
~~(3) The strata plan is part of a development scheme. The council or accredited  
 certifier is satisfied that the plan is consistent with any applicable conditions of the  
 relevant development consent and that the plan gives effect to the stage of the  
 strata development contract to which it relates.~~  
~~(4) The building encroaches on a public place and;  
 (a) The Council does not object to the encroachment of the building beyond the  
 alignment of .....  
 (b) The Accredited Certifier is satisfied that the building complies with the  
 relevant development consent which is in force and allows the  
 encroachment.~~  
~~(5) This approval is given on the condition that lot(s) ^  
 are created as utility lots in accordance with section 38 of the *Strata Schemes*  
~~*(Freehold Development) Act 1973* or section 88 of the *Strata Schemes*~~  
~~*(Leasehold Development) Act 1986*.~~~~


Surveyor's Certificate (Approved Form 3)

GEOFFREY ALLAN GOLLEDGE  
 of PO BOX 132 MAITLAND NSW 2320  
 a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby  
 certify that:

- (1) Each applicable requirement of
  - \* Schedule 1A of the *Strata Schemes (Freehold Development) Act 1973* has been met;
  - \* ~~Schedule 1A of the *Strata Schemes (Leasehold Development) Act 1986* has been met;~~
- ~~(2) (a) the building encroaches on a public place;  
 (b) the building encroaches on land (other than a public place), and an  
 appropriate easement has been created by ^.....to  
 permit the encroachment to remain.~~
- (3) the survey information recorded in the accompanying location plan is accurate.

Date: 7.11.12  
 Subdivision number: 051003  
 Relevant Development Consent number: 051003  
 Issued by: Maitland City Council

Signature:   
 Date: 10/9/2012

Signature:   
 Authorised Person/General Manager/Accredited Certifier

\* strike through if inapplicable.  
 ^ Insert lot numbers of proposed utility lots.

\* Strike through if inapplicable.  
 ^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

Signatures, Seals and Section 88B Statements should appear  
 on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 253.12

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:  22.2.2013

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 204  
 DP 1071937

SP87978

This sheet is for the provision of the following information as required:  
 • A Schedule of Unit Entitlements.  
 • Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.  
 • Signatures and seals - see 195D *Conveyancing Act 1919*.  
 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 051003  
 Date of endorsement: 7.11.12

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT
1	50
2	50
AGGREGATE	100


Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

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

1) RESTRICTION ON THE USE OF LAND

Signed at Sydney the 19th day of  
 DECEMBER 2012 For Commonwealth  
 Bank of Australia ABN 48 123 123 124 by its  
 duly appointed Attorney under Power of  
 Attorney Book 4297 No 297

Witness

  
 Iodie Franklyn-Smith

  
 Jacob Norford  
 150 George Street Parramatta

150 GEORGE ST  
 PARRAMATTA NSW



If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 253.12



ePlan  
Sheet 1 of 2 Sheets

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

**SP87978**

**Plan of subdivision of Lot 204, DP  
1071977 covered by Maitland Council  
Subdivision Certificate No. 051003  
dated 7.11.12**

Full name & address of  
Proprietors of the land:

Grant Matthew Clouton  
5 Amber Grove  
BOLWARRA HEIGHTS NSW 2320

**PART 1**

Number of item shown in the intention panel on the plan	of Identity easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) Road(s), bodies or Prescribed Authorities
1	Restriction on the Use of Land	Lots 1 & 2	Maitland Council

**PART 2**

- (1) Terms of Restriction firstly referred to in abovementioned plan
- (a) No building shall be erected or permitted to remain on any lot burdened unless in conjunction with such building a stormwater detention system is provided in accordance with the requirements of Maitland City Council and maintained in good working order at all times and such stormwater detention system is not to be removed or altered without the express permission of Maitland City Council.

Name of Persons and/or Authority having  
the power to release, vary or modify Terms  
of Restriction firstly referred to in the plan:

Maitland Council


ePlan


Sheet 2 of 2 Sheets

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

SP87978

Plan of subdivision of Lot 204, DP 1071977  
covered by Maitland Council Subdivision  
Certificate No.  
dated


  
.....  
Signature of Owner  
Grant Matthew Clouton

  
.....  
Signature of Witness

Elle Mvno  
.....  
Name of Witness

17 Main Rd  
.....

Heddon Greta 2321  
.....  
Address of Witness

  
.....  
Signed for and on behalf of  
Maitland Council

Signed at Sydney the <sup>19th</sup> day of  
DECEMBER 2012 For Commonwealth  
Bank of Australia ABN 48 123 123 124 by its  
duly appointed Attorney under Power of  
Attorney Book 4297 No 297

Witness

  
Jodie Franklyn-Smith  
Jacob Norford

150 George Street Parramatta

.....  
Signed for and on behalf of Mortgagee

REGISTERED



22.2.2013



PLANFORM 2 (APPROVED FORM 3)  
 SIGNATURES AND SEALS ONLY

Executed by authorized officers of  
 Northern Territory Planning Authority  
 pursuant to the authority of section 127  
 of the Corporations Act 2001

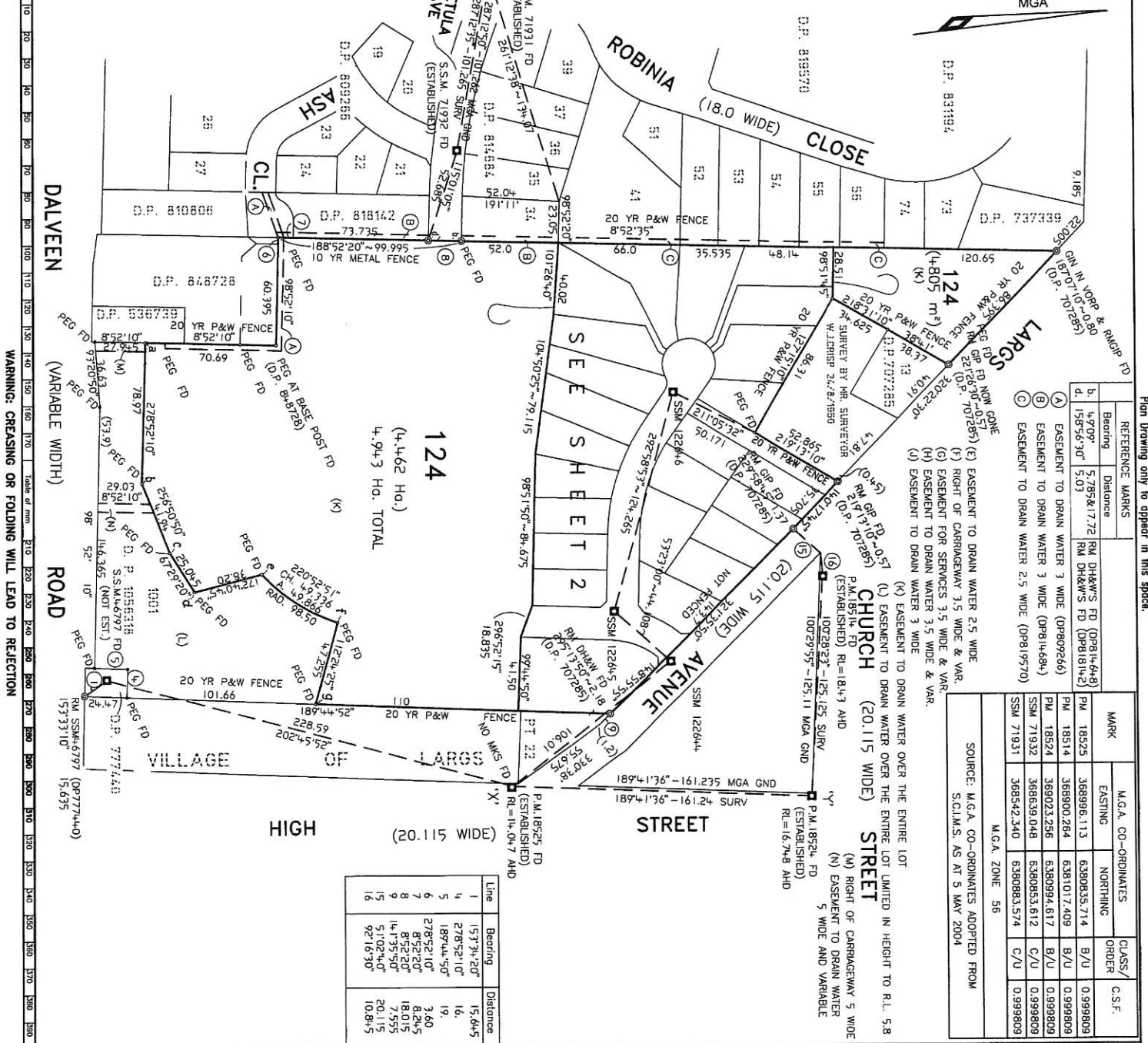
*Justin O'Brien*  
 Director

*Kenneth Hill*  
 Director

Department of Lands Approval  
 (Authorized Officer)..... In approving this plan certify  
 that all necessary approvals in regard to the allocation  
 of the land shown herein have been given.  
 Signature:.....  
 Date:.....  
 File Number:.....  
 Office:.....

Subdivision Certificate  
 I hereby certify that the provisions of a Code of the Environmental Planning  
 and Assessment Act 1979 have been satisfied in relation to the  
 proposed subdivision.  
 Signature:.....  
 Date:.....  
 File Number:.....  
 Office:.....

Subdivision Certificate No. 03/19/3  
 Date of endorsement 11.6.04  
 Consent Authority: Maitland City Council  
 Authorised Person/Deputy Manager/Authorised Officer:  
 (Signature of new road)  
 (Signature of old road)  
 Note: This plan is to be lodged with the Registrar-General  
 and the Registrar-General will issue a Subdivision Certificate  
 if the plan complies with the provisions of the Act.  
 I hereby certify that the provisions of a Code of the Environmental Planning  
 and Assessment Act 1979 have been satisfied in relation to the  
 proposed subdivision.  
 Signature:.....  
 Date:.....  
 File Number:.....  
 Office:.....



Plan Drawing only to appear in this space.

REFERENCE MARKS	MARK	M.G.A. CO-ORDINATES	CLASS/ORDER	C.S.F.
a 15856.30	PM 18525	368998.113	6380635.714	B/U 0.999809
b 15856.30	PM 18514	3689900.284	6381017.409	B/U 0.999809
c 15856.30	PM 18524	3690232.956	6380994.617	B/U 0.999809
d 15856.30	SM 71932	3686639.048	6380853.612	C/U 0.999809
e 15856.30	SM 71931	3685423.340	6380883.574	C/U 0.999809

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 5 MAY 2004  
 M.G.A. ZONE 56

Line	Bearing	Distance
1	153°34'20"	15.645
4	278°52'10"	19
5	189°44'50"	3.60
6	278°52'10"	8.245
7	8°52'20"	18.015
8	141°35'50"	7.535
15	51°02'40"	20.115
16	92°18'30"	10.845

PLAN OF SUBDIVISION OF LOT 1000 D.P. 1056318 & EASEMENTS RESTRICTIONS & EASEMENTS OVER LOT 1001 D.P. 1056318

Lengths are in metres. Reduction Ratio 1:1500

L.G.A. MATTLAND  
 Locality: LARGS  
 Parish: MIDDLEHOPE  
 County: DURHAM

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

Smoothing Regulation, 2001

MARK ANTHONY REID  
 Surveyor  
 5 MAY 2004

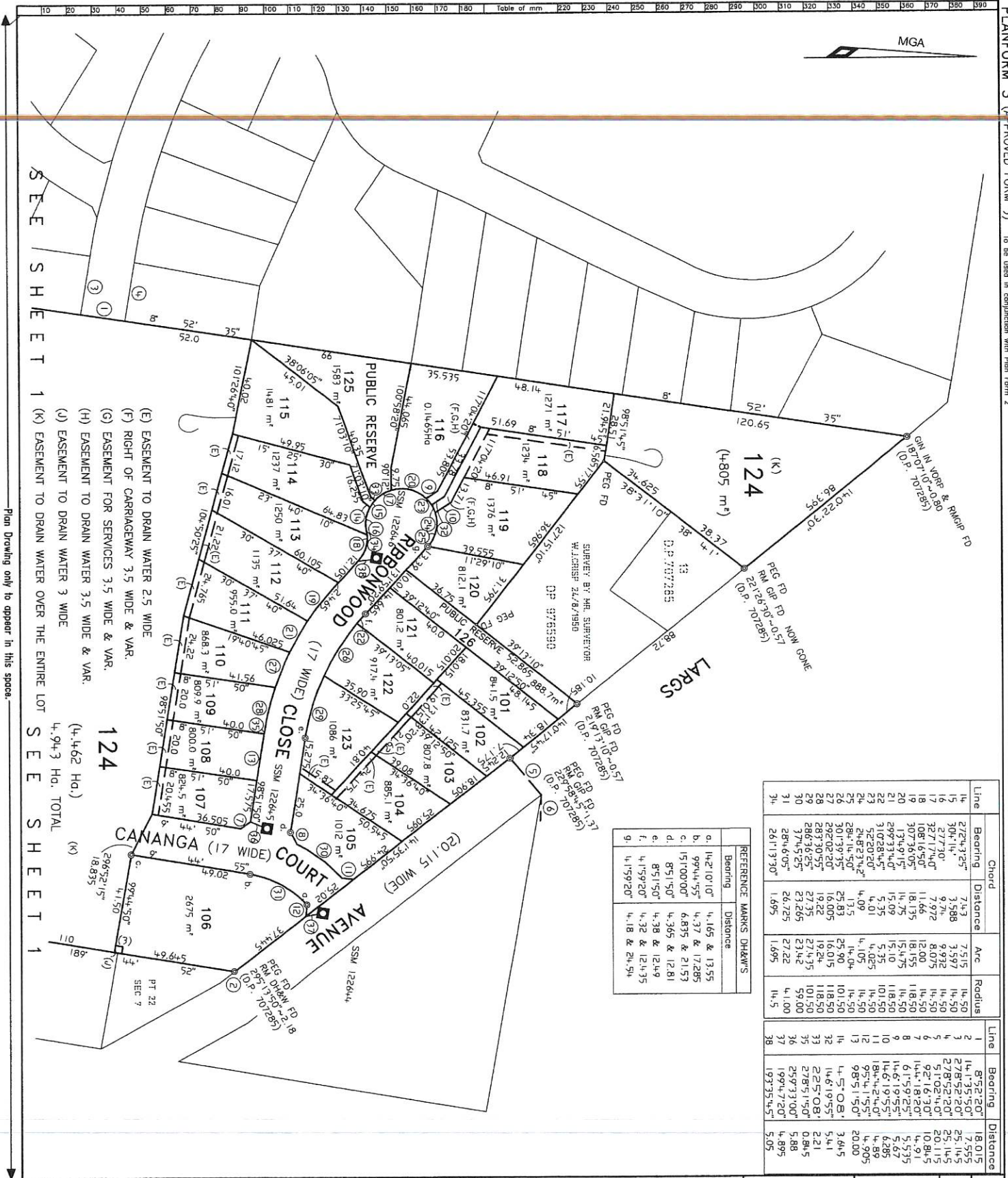
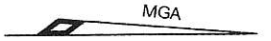
on the survey volume No. LOTS 101 TO 126

I, the surveyor, certify that the survey was conducted in accordance with the provisions of the Survey Regulation, 2001 and the map is correct.

Marked on the plan in accordance with the provisions of the Survey Regulation, 2001.

From used in preparation of survey/communication:  
 D.P. 777440 D.P. 814684  
 D.P. 819570 D.P. 700088  
 D.P. 809266 D.P. 701683  
 D.P. 154509 D.P. 265087  
 D.P. 707285 D.P. 716838  
 D.P. 818142 D.P. 1053618  
 D.P. 848728 D.P. 831194

PLANFORM 2 (APPROVED FORM 3)  
 SIGNATURES AND SEALS ONLY



SEE SHEET 1 (K) EASEMENT TO DRAIN WATER OVER THE ENTIRE LOT

SEE SHEET 1 (K) EASEMENT TO DRAIN WATER OVER THE ENTIRE LOT

SEE SHEET 1 (K) EASEMENT TO DRAIN WATER OVER THE ENTIRE LOT

Line	Bearing	Distance	Arc	Radius
14	272°43'25"	7.43	7.517	14.50
15	304°14'	3.588	3.592	14.50
16	277°30'	9.716	8.075	14.50
17	327°17'40"	1.665	12.00	14.50
18	108°16'50"	18.72	15.472	14.50
19	307°36'05"	18.72	15.472	14.50
20	249°49'45"	15.09	15.10	101.50
21	310°28'44"	5.35	4.25	101.50
22	322°20'20"	4.01	4.05	14.50
23	284°14'50"	4.09	4.105	14.50
24	301°39'35"	25.83	25.90	101.50
25	292°02'20"	16.005	16.015	118.50
26	287°30'55"	19.22	19.24	118.50
27	286°36'25"	27.35	27.43	101.50
28	286°36'25"	27.35	27.43	59.00
29	374°52'5"	23.265	23.42	27.22
30	284°6'05"	26.725	27.22	4.100
31	284°6'05"	1.695	1.695	4.100
34	261°13'30"	1.695	1.695	14.5

Reference Marks	Bearing	Distance
a.	142°10'10"	4.165 & 13.55
b.	99°44'55"	4.37 & 17.285
c.	151°00'00"	6.835 & 2.153
d.	85°15'00"	4.365 & 12.81
e.	85°15'00"	4.38 & 12.49
f.	4°15'20"	4.32 & 12.435
g.	4°15'20"	4.18 & 24.54

Line	Bearing	Distance
1	87°52'20"	18.015
2	141°35'50"	17.555
3	278°52'20"	25.145
4	51°02'40"	20.115
5	92°16'30"	10.845
6	144°18'20"	4.91
7	61°59'25"	5.575
8	146°19'55"	5.67
9	146°19'55"	6.285
10	184°42'40"	4.895
11	95°41'150"	20.00
12	4°57'08"	3.645
13	146°19'55"	5.41
14	22°55'08"	2.21
15	278°51'50"	0.845
16	259°31'00"	5.88
17	199°47'20"	4.895
18	193°35'45"	5.05

**DP1067216**  
 Registered 27-11-2004  
 This is sheet 2 of my plan in 2 sheets dated 10/5/04  
 Surveyor registered under Surveying Act, 2002  
 This is sheet 2 of the plan of 2 streets covered by my plan of 10/5/04  
 Attached Plans/General-Header/Amendment-Header  
 For use where space is insufficient in any point on this form 2

- (4) EASEMENT TO DRAIN WATER 3.5 WIDE & VAR.
- (5) EASEMENT TO DRAIN WATER 3 WIDE
- (6) EASEMENT TO DRAIN WATER OVER THE ENTIRE LOT
- (7) EASEMENT TO DRAIN WATER OVER THE ENTIRE LOT LIMITED IN HEIGHT TO R.L. 5.8
- (8) RIGHT OF CARRIAGEWAY 5 WIDE
- (9) EASEMENT TO DRAIN WATER 5 WIDE & VARIABLE
- (10) RESTRICTIONS AS TO USER
- (11) RESTRICTIONS AS TO USER PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED. IT IS INTENDED TO RELEASE:-
- (1) EASEMENT TO DRAIN WATER 3 WIDE (DP265087)

Reduction Ratio 1: 1000  
 SUPERVISOR'S REFERENCE: 53788 (05/05/04)

**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on Use of Land or Positive Covenants intended to be created pursuant to 88B of the Conveyancing Act 1919.**

Sheet 1 of 6

**DP1067216**

Plan of Subdivision of Lot 1000 In DP 1056318  
 covered by Subdivision Certificate No.

**Full Name and Address of the  
 Owner of the Land**

Nethmike Pty Limited  
 ACN 099 117 067  
 c/- 29 Smith Street, Charlestown

**Part 1 (Creation)**

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre , restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Easement to drain water 2.5 wide	114	115
	"	113	114, 115
	"	112	113 to 115 inclusive
	"	111	112 to 115 inclusive
	"	110	111 to 115 inclusive
	"	109	110 to 115 inclusive
	"	108	109 to 115 inclusive
	"	107	108 to 115 inclusive
	"	118	124 & 117
	"	102	101, 121 & 122
	"	103	101, 102, 121 & 122
	"	104	101 to 103 inclusive & 121 & 122
	"	123	101 to 104 inclusive & 122 & 122
2	Right of Carriageway - 3.5 wide & variable	117	118
	"	118	117
3	Easement for Services 3.5 wide and variable	117	118
	"	118	117
4	Easement to drain water 3.5 wide and variable	117	124 & 118
	"	118	124 & 117
5	Easement to drain water 3 wide	106	Part Lot 22 Section 7 Village Of Largs
6	Easement to drain water over the entire lot	124	101 to 123, 125 & 126 & Maitland City Council
7	Easement to drain water over the entire lot limited in height to RL 5.8	1001/1056318	101 to 126 & Maitland City Council
8	Right of Carriageway 5 wide	1001/1056318	Maitland City Council
9	Easement to drain water 5 wide and variable	1001/1056318	Maitland City Council
10	Restrictions as to User	1001/1056318	<del>101 to 126 inclusive</del> & Maitland City Council <sup>AND EVERY OTHER LOT</sup>
11	Restrictions as to User	101 to 105 inclusive 107 to 123 inclusive	101 to 105 inclusive 107 to 123 inclusive

*Simon W. Sutton*  
*M.C.C.*  
*Ryan*  
*[Signature]*

**DP1067216**

Plan of Subdivision of Lot 1000 in DP 1056318  
 covered by Subdivision Certificate No.

**Full Name and Address of the  
 Owner of the Land**

Nethmike Pty Limited  
 ACN 099 117 067  
 c/- 29 Smith Street, Charlestown

**Part 1A (Release)**

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Easement to drain water 3 wide (DP 265087)	1000 <del>1001</del> 1001/1056318 124	MAITLAND CITY COUNCIL <del>1001/1056318</del> 124

**Part 2 (Terms)**

**TERMS OF EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

- Terms set out in Part 11 Schedule 8 of the Act

The person, persons or authority having the right to release vary or modify this easement is the Maitland City Council.

**TERMS OF EASEMENT SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

- Terms set out in Part 3 of Schedule 8 of the Act

The person, persons or authority having the right to release vary or modify this easement is the Maitland City Council.

**TERMS OF EASEMENT SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

- Terms set out in Part 3 of Schedule 8 of the Act

The person, persons or authority having the right to release vary or modify this easement is the Maitland City Council.

*David W. Austin*  
*M.C.C.*  
*Rogier van*  
*[Signature]*

DP1067216

Plan of Subdivision of Lot 1000 In DP 1056318  
covered by Subdivision Certificate No.

Full Name and Address of the  
Owner of the Land

Nethmike Pty Limited  
ACN 099 117 067  
c/- 29 Smith Street, Charlestown

**TERMS OF RIGHT OF CARRIAGEWAY EIGHTLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN**

4. Terms set out in Part 1 of Schedule 8 of the Act

The person, persons or authority having the right to release vary or modify this easement  
is the Maitland City Council.

**TERMS OF EASEMENT NINTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN**

5. Terms set out in Part 1 of Schedule 8 of the Act

The person, persons or authority having the right to release vary or modify this easement  
is the Maitland City Council.

**TERMS OF RESTRICTION TENTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN**

6. ~~No fence shall be erected or permitted to remain on the lot burdened if the same:~~  
~~AND WIRE OR SIMILAR MATERIAL SUCH THAT IT DOES NOT OBSTRUCT OVERLAND WATER~~  
~~FLOW.~~  
~~No fence shall be erected or permitted to remain on the lot burdened if the same:~~  
~~ON THE BOUNDARIES DESIGNATED A, B, C, D, E, F AND G OR WITHIN 10 METRES OF THAT~~  
~~BOUNDARY OF THE LOT BURDENED UNLESS THE FENCE IS CONSTRUCTED OF OPEN STYLE POST~~

(a) ~~is erected upon the boundary of the lot adjoining Lot 1001 DP 1056318 or within~~  
~~10 metres of the boundary of the lot adjoining Lot 1001 DP 1056318, and~~

(b) ~~is constructed of materials other than post and wire or similar style and materials.~~

The person, persons or authority having the right to release vary or modify this easement  
is the Maitland City Council.

**TERMS OF RESTRICTION ELEVENTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN**

7. (a) No building or buildings shall be erected on each lot burdened other than with  
external walls of brick and/or brick veneer and/or glass and/or timber and/or stone  
PROVIDED that the proportion of brick and/or brick veneer shall not be less than  
thirty per centum (30%) of the total area of the external walls. Timber shall not be  
used in external walls except in conjunction with all or any of the abovementioned  
materials and proportion shall not exceed thirty per centum (30%) of the total area  
of the external walls.

*mcu*  
*Simon W. ...*  
*[Signature]*  
*[Signature]*

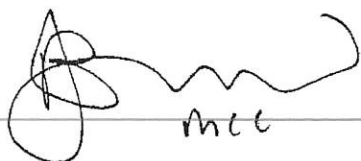
DP1067216

Plan of Subdivision of Lot 1000 In DP 1056318  
covered by Subdivision Certificate No.

**Full Name and Address of the  
Owner of the Land**

Nethmike Pty Limited  
ACN 099 117 067  
c/- 29 Smith Street, Charlestown

- (b) Not more than one main residential dwelling shall be erected on any lot PROVIDED that dual occupancy of a residential dwelling on any lot may be permitted provided:
- i. each building shall have a total internal floor area of not less than one hundred and twenty (120) square metres exclusive of car accommodations, external landings and patios, in respect of each separate dwelling;
  - ii. each building shall comply with all other covenants hereto.
- (c) No main building shall be erected or permitted to remain erected on each lot burdened having a total interval floor area of less than one hundred and thirty (130) square metres exclusive of car accommodation, external landings and patios.
- (d) No main building or buildings shall be used or permitted to be used other than for residential accommodation.
- (e) No building shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles whether terracotta or cement or colourbond (not painted) metal sheeting with a low reflective index PROVIDED HOWEVER that a building may have a roof of low reflective aluminium or steel decking where:-
- i. the pitch of such roof is not greater than five (5) degrees to the horizontal;
  - ii. such roofing shall be not more than thirty (30) per centum of the total roofing area.
- (f) No obnoxious noise or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (g) No tree shall be removed from any lot burdened without the prior written approval of Maitland City Council.
- (h) No run off water from any building, impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the Plan of Subdivision creating the said lot.
- (i) No fence shall be erected or permitted to remain on the lot burdened if the same:

  
mcc

*Simon W. Sutton*





**DP1067216**

Plan of Subdivision of Lot 1000 In DP 1056318  
covered by Subdivision Certificate No.

**Full Name and Address of the  
Owner of the Land**

Nethmike Pty Limited  
ACN 099 117 067  
c/- 29 Smith Street, Charlestown

- (i) is erected between the building line, as fixed by Maitland City Council, and any adjoining public road, or
- (ii) exceeds 1.8 metres in height; or
- (iii) is constructed of materials other than brick, masonry, timber, brushwood, colourbond steel or aluminium

PROVIDED THAT nothing in these restrictions shall prevent or preclude the fencing of boundaries of a Pathway or Public Reserve.

- (j) No fence shall be constructed on the common boundary between a Public Reserve or Pathway and any of the lots hereby burdened unless the fence is constructed of brick, masonry, timber, brushwood, colourbond steel or aluminium
- (k) No fence constructed of palings shall be erected or permitted to remain on the boundaries of the lots hereby burdened PROVIDED THAT a lapped and capped timber fence shall not, for the purpose of this clause, be deemed to be a fence constructed of palings.
- (l) No dividing fence shall be erected on the lots burdened unless it is erected without expense to Nethmike Pty Ltd ACN 099 177 067, its successors and assigns other than purchasers on sales.

The person, persons or authority having a right to release or vary or modify these restrictions are Nethmike Pty Limited ACN 099 177 067 until Nethmike Pty Ltd, its successors or assigns (other than purchasers on sales) no longer owns any lot subdivided in Lot 1000 DP 1056318. Thereafter the persons having the right to release vary or modify these restrictions are the registered proprietors for the time being of no less than five (5) of the Lots created by the registration of the Deposited Plan registered with this Instrument.

*David W. Jackson*  
*[Signature]*  
*[Signature]*  
*[Signature]*

DP1067216

Plan of Subdivision of Lot 1000 In DP 1056318  
covered by Subdivision Certificate No.

Full Name and Address of the  
Owner of the Land

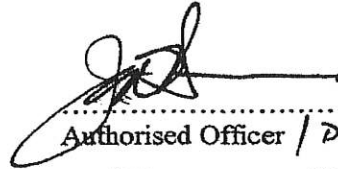
Nethmike Pty Limited  
ACN 099 117 067  
c/- 29 Smith Street, Charlestown

EXECUTED BY THE AUTHORIZED OFFICERS OF  
THE COMMON SEAL OF NETHMIKE  
PTY LIMITED ACN 099 117 067 was  
hereunto affixed by authority of its sec 127  
Directors in the presence of  
of Corporations Act 2001



Director

KENNETH HILL  
Print Name



Authorised Officer / DIRECTOR

JUSTIN O'BRIEN  
Print Name

Signed by Brian  
W. Burton in the  
presence of  
Roger Van  
Rasp and  
16 ELAN St Martland.

Brian W. Burton



MCE  
Authorised Officer  
Martland City Council



Executed by authorized officers of  
 METHUENKE PTY LIMITED ACN 0899117067  
 pursuant to authority of Section 127  
 Corporations Act 2001

*Ausli O'Brien*  
 Ausli O'Brien (Director)  
 Kenneth Michael Hill (Director)

*David W. Walker*

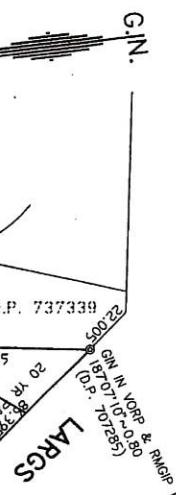
Department of Lands Approval

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

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 File Number: \_\_\_\_\_  
 Office: \_\_\_\_\_

Subdivision Certificate  
 Subdivision: \_\_\_\_\_  
 Date of instrument: 22.9.04  
 Applicant: \_\_\_\_\_  
 Authorisation No: 031783  
 DA 03-1783

Subdivision: \_\_\_\_\_  
 Date of instrument: 22.9.04  
 Applicant: \_\_\_\_\_  
 Authorisation No: 031783  
 DA 03-1783

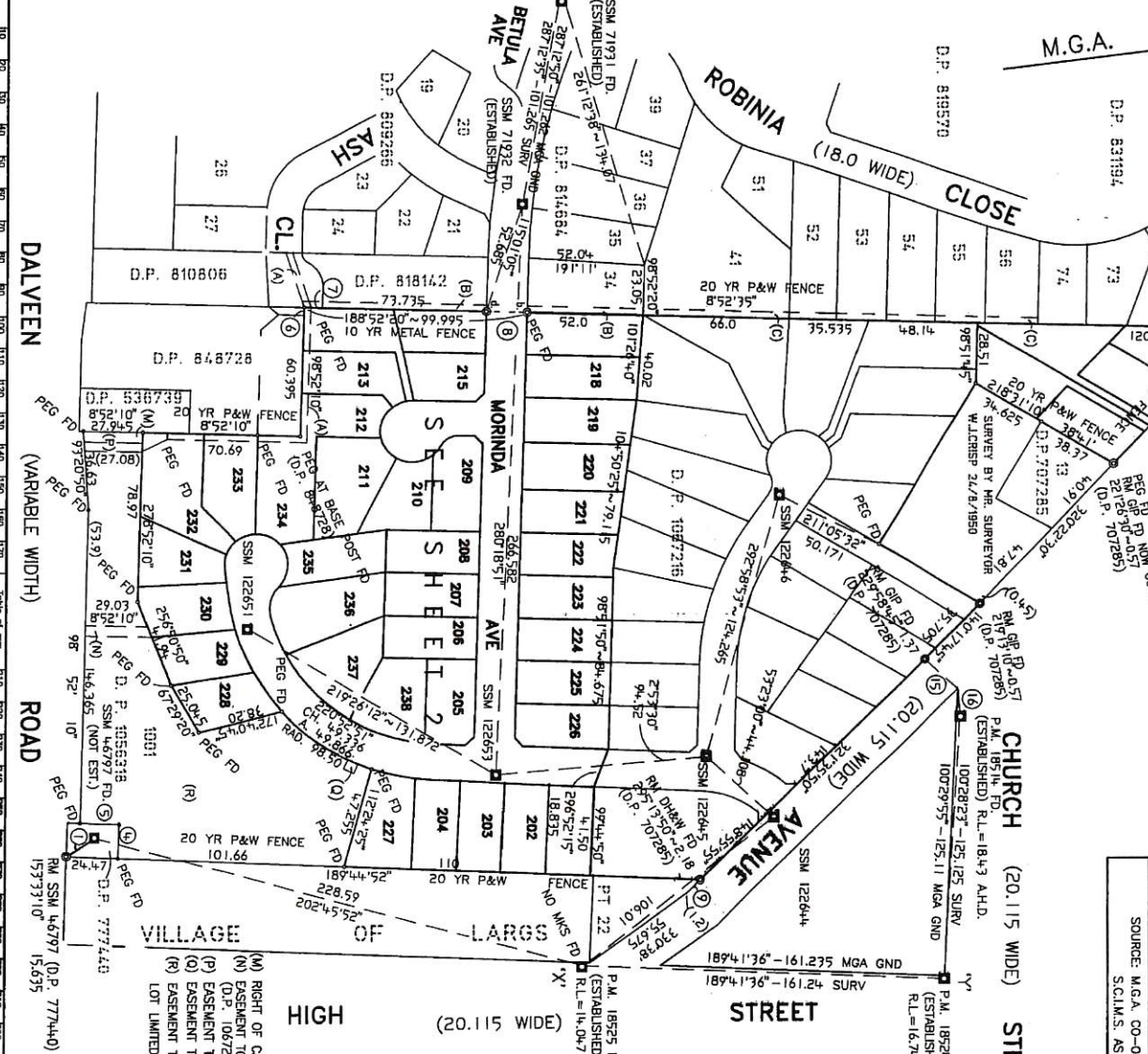


Plan Drawing only to appear in this space.

REFERENCE MARKS	MARK	M.G.A. CO-ORDINATES	CLASS/ORDER	C.S.F.
a. 4°09'	PM 18525	6389996.114	B/U	0.999809
b. 5.78541772	PM 18524	6389900.284	B/U	0.999809
c. 5.03	PM 18524	6389994.617	B/U	0.999809
	SM 71932	6386339.048	C/U	0.999809
	SM 71931	6385442.340	C/U	0.999809

MARK	M.G.A. CO-ORDINATES	CLASS/ORDER	C.S.F.
PM 18525	6389996.114	B/U	0.999809
PM 18524	6389900.284	B/U	0.999809
PM 18524	6389994.617	B/U	0.999809
SM 71932	6386339.048	C/U	0.999809
SM 71931	6385442.340	C/U	0.999809

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 5 MAY 2004



Line	Bearing	Distance
1	157°34'20"	15.645
4	278°52'10"	16.0
5	189°44'50"	19.0
6	278°52'10"	3.60
7	85°2'30"	8.245
8	85°2'30"	18.015
9	14°17'55"	7.555
15	51°02'40"	20.115
16	92°16'30"	10.845

Registered Plan No. DP1071937  
 Title System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: U54-72-12#  
 Last Plan: DP1067216

PLAN OF SUBDIVISION OF LOT 124 D.P. 1067216 AND EASEMENTS OVER LOT 1001 D.P. 1056318

Lengths are in metres. Reduction Ratio: 1:1500

L.O.A. MATTLAND  
 Locality: LARGS  
 Parish: MIDDLEHOPE  
 County: DURHAM

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

Survey Registration: 2001  
 MARK ANTHONY REID  
 PALMER, BRUNN DIXONS, NEWCASTLE

2 AUGUST 2004

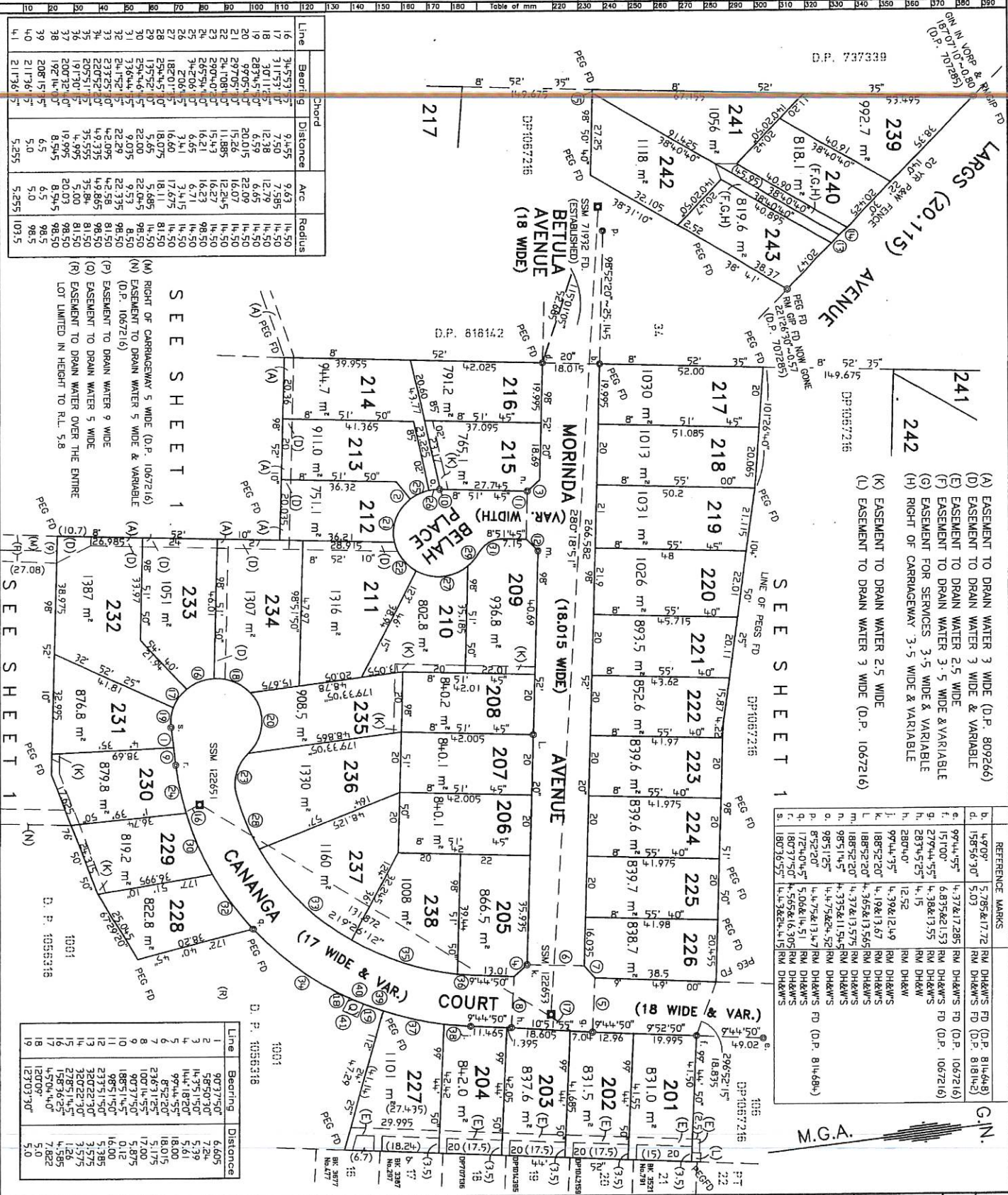
Scale: 1:1500

Drawn: \_\_\_\_\_  
 Checked: \_\_\_\_\_  
 Date: \_\_\_\_\_

Notes:  
 (1) EASEMENT TO DRAIN WATER 5 WIDE (O.P. 1067216)  
 (2) EASEMENT TO DRAIN WATER 5 WIDE & VARIABLE (O.P. 1067216)  
 (3) EASEMENT TO DRAIN WATER 9 WIDE (O.P. 1067216)  
 (4) EASEMENT TO DRAIN WATER 5 WIDE & VARIABLE (O.P. 1067216)  
 (5) EASEMENT TO DRAIN WATER OVER THE ENTIRE LOT LIMITED IN HEIGHT TO R.L. 5.8

PLANFORM 1  
 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



- (A) EASEMENT TO DRAIN WATER 3 WIDE (D.P. 809266)
- (D) EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE
- (E) EASEMENT TO DRAIN WATER 2.5 WIDE
- (F) EASEMENT TO DRAIN WATER 3.5 WIDE & VARIABLE
- (G) EASEMENT FOR SERVICES 3.5 WIDE & VARIABLE
- (H) RIGHT OF CARRIAGEWAY 3.5 WIDE & VARIABLE
- (K) EASEMENT TO DRAIN WATER 2.5 WIDE (D.P. 1067216)
- (L) EASEMENT TO DRAIN WATER 3 WIDE (D.P. 1067216)

REFERENCE MARKS	MARKS
a	4.000°
b	158°58'30"
c	5.785&17.72
d	5.03
e	99°44'55"
f	151°00'
g	279°44'55"
h	287°45'23"
i	280°40'
j	99°44'35"
k	188°52'20"
l	188°52'20"
m	188°52'20"
n	98°51'25"
o	98°51'25"
p	85°22'20"
q	172°40'45"
r	180°37'50"
s	180°36'55"

G.N.  
 M.G.A.  
 Registered Plan DP1071937  
 Registered: 12/10/2004  
 This is sheet 2 of my plan in 2 sheets dated 26/8/04.  
 Surveyor registered under surveyors Act 1929  
 This is sheet 2 of the plan of 2 sheets covered by my Certificate No. [Signature]  
 Authorised Person/Deputy Surveyor/Assistant Surveyor  
 For use where space is insufficient in my plan on Plan Form 2

PLAN ATTENDED BY A.R. MILLER B 10 94  
 Reduction Ratio: 1: 800  
 SUPERVISOR'S REFERENCE: S. 5186 - 53

**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on Use of Land or Positive Covenants intended to be created pursuant to 88B of the Conveyancing Act 1919.**

Sheet 1 of 6

Plan of Subdivision of Lot 124 In DP 1067216 &  
 Easements over Lot 1001 DP 1056318 covered by  
 Subdivision Certificate No. **031783**

**DP1071937**

Nethmike Pty Limited  
 ACN 099 117 067  
 c/- 29 Smith Street, Charlestown

**Part 1 (Creation)**

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Easement to drain water 3 wide & Variable	211	Maitland City Council
	"	213	214
	"	212	214,213
	"	234	Maitland City Council & 211,214,213,212
	"	233	Maitland City Council & 211,214,213,212,234
	"	232	Maitland City Council & 211,214,213,212,234,233
2	Easement to drain water 2.5 wide	106/1067216	Part Lot 22 Section 7 Village Of Largs
	"	201	Part Lot 22 Section 7 Village Of Largs ,106/1067216, Book 3521 No.791, 20/1042159
	"	202	Part Lot 22 Section 7 Village Of Largs ,106/1067216 & 201, Book 3521 No.791, 20/1042159, 19/1014395,
	"	203	Part Lot 22 Section 7 Village Of Largs ,106/1067216 & 201, 202, Book 3521 No.791 20/1042159, 19/1014395, 18/707136
	"	204	Part Lot 22 Section 7 Village Of Largs ,106/1067216 & 201, 202, 203, Book 3521 No.791 20/1042159, 19/1014395, 18/707136, Book 3387 No.297
	"	227	Part Lot 22 Section 7 Village Of Largs ,106/1067216 & 201,202,203,204, Book 3521 No.791 20/1042159, 19/1014395, 18/707136, Book 3387 No.297, Book 3677 No.477.
3	Easement to drain water 3.5 wide & Variable	241	242
	"	242	241
4	Easement for Services 3.5 wide & Variable	241	242
	"	242	241

*David W. ...*

*R. ...*

**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on Use of Land or Positive Covenants intended to be created pursuant to 88B of the Conveyancing Act 1919.**

Sheet 2 of 6

DP1071937

**Plan:** Plan of Subdivision of Lot 124 In DP 1067216 & Easements over Lot 1001 DP 1056318 covered by Subdivision Certificate No. 031783

**Full Name and Address of the Owner of the Land** Nethmike Pty Limited  
 ACN 099 117 067  
 c/- 29 Smith Street, Charlestown

5	Right of Carriageway 3.5 wide & Variable	241	240,243,242
	"	242	240,243,241
6	Easement to drain water 2.5 wide	235	236
	"	210	236,235
	"	209	236,235,210
	"	229	228
	"	230	228,229,231
	"	215	216
7	Easement to drain water 9 wide	1001/1056318	Maitland City Council
8	Easement to drain water 5 wide	1001/1056318	Maitland City Council
9	Restrictions As to User	201-243	201-243
10	Restrictions As to User	201-243	201-243

~~Part 1A (Release)~~

<del>Number of item shown in the intention panel on the Plan</del>	<del>Identity of easement profit a prendre, restriction or positive covenant to be released and referred to in the Plan</del>	<del>Burdened lot(s) or parcel(s)</del>	<del>Benefited lot(s) read(s), bodies or Prescribed Authorities:</del>
<del>1</del>	<del>Easement to drain water over the entire lot (DP 1067216)</del>	<del>124/1067216</del>	<del>101-123,125,126/1067216 &amp; Maitland City Council</del>

**Part 2 (Terms)**

**TERMS OF EASEMENTS FIRSTLY, SECONDLY, SIXTHLY, SEVENTHLY & EIGHTLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

1. Terms set out in Part 3 Schedule 8 of the Act

The person, persons or authority having the right to release vary or modify these easements are the owners of the lots burdened and benefited only with the consent of Maitland City Council.

**TERMS OF RESTRICTION NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

2. (a) No building or buildings shall be erected on each lot burdened other than with

*David W. Austin*  
*Regina*

**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on Use of Land or Positive Covenants intended to be created pursuant to 88B of the Conveyancing Act 1919.**

Sheet 3 of 6

**Plan:** Plan of Subdivision of Lot 124 In DP 1067216 &  
Easements over Lot 1001 DP 1056318 covered by  
Subdivision Certificate No. 031783

**Full Name and Address of the  
Owner of the Land** Nefhmike Pty Limited  
ACN 099 117 067  
c/- 29 Smith Street, Charlestown

DP1071937

external walls of brick and/or brick veneer and/or glass and/or timber and/or stone PROVIDED that the proportion of brick and/or brick veneer shall not be less than thirty per centum (30%) of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and proportion shall not exceed thirty per centum (30%) of the total area of the external walls.

- (b) Not more than one main residential dwelling shall be erected on any lot PROVIDED that dual occupancy of a residential dwelling on any lot may be permitted provided:
- i. each building shall have a total internal floor area of not less than one hundred and twenty (120) square metres exclusive of car accommodations, external landings and patios, in respect of each separate dwelling;
  - ii. each building shall comply with all other covenants hereto.
- (c) No main building shall be erected or permitted to remain erected on each lot burdened having a total internal floor area of less than one hundred and thirty (130) square metres exclusive of car accommodation, external landings and patios.
- (d) No main building or buildings shall be used or permitted to be used other than for residential accommodation.
- (e) No building shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles whether terracotta or cement or colourbond (not painted) metal sheeting with a low reflective index PROVIDED HOWEVER that a building may have a roof of low reflective aluminium or steel decking where:-
- i. the pitch of such roof is not greater than five (5) degrees to the horizontal;
  - ii. such roofing shall be not more than thirty (30) per centum of the total roofing area.
- (f) No obnoxious noise or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (g) No tree shall be removed from any lot burdened without the prior written approval of Maitland City Council.

*David W. Austin*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on Use of Land or Positive Covenants intended to be created pursuant to 88B of the Conveyancing Act 1919.**

Sheet 4 of 6

**Plan:** Plan of Subdivision of Lot 124 In DP 1067216 & Easements over Lot 1001 DP 1056318 covered by Subdivision Certificate No. 031783

**Full Name and Address of the Owner of the Land** Nethmike Pty Limited  
ACN 099 117 067  
c/- 29 Smith Street, Charlestown

DP1071937

- (h) No run off water from any building, impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the Plan of Subdivision creating the said lot.
- (i) No fence shall be erected or permitted to remain on the lot burdened if the same:
- (i) is erected between the building line, as fixed by Maitland City Council, and any adjoining public road, or
  - (ii) exceeds 1.8 metres in height; or
  - (iii) is constructed of materials other than brick, masonry, timber, brushwood, colourbond steel or aluminium

PROVIDED THAT nothing in these restrictions shall prevent or preclude the fencing of boundaries of a Pathway or Public Reserve.

- (j) No fence shall be constructed on the common boundary between a Public Reserve or Pathway and any of the lots hereby burdened unless the fence is constructed of brick, masonry, timber, brushwood, colourbond steel or aluminium
- (k) No fence constructed of palings shall be erected or permitted to remain on the boundaries of the lots hereby burdened PROVIDED THAT a lapped and capped timber fence shall not, for the purpose of this clause, be deemed to be a fence constructed of palings.
- (l) No dividing fence shall be erected on the lots burdened unless it is erected without expense to Nethmike Pty Ltd ACN 099 177 067, its successors and assigns other than purchasers on sales.

The person, persons or authority having a right to release or vary or modify these restrictions are Nethmike Pty Limited ACN 099 177 067 until Nethmike Pty Ltd, its successors or assigns (other than purchasers on sales) no longer owns any lot subdivided in Lot 1000 DP 1056318. Thereafter the persons having the right to release vary or modify these restrictions are the registered proprietors for the time being of no less than five (5) of the Lots created by the registration of the Deposited Plan registered with this Instrument.

*Simon W. Austin*

*[Signature]*

*[Signature]*

*[Signature]*



**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on Use of Land or Positive Covenants intended to be created pursuant to 88B of the Conveyancing Act 1919.**

Sheet 5 of 6

**Plan:** Plan of Subdivision of Lot 124 In DP 1067216 & Easements over Lot 1001 DP 1056318 covered by Subdivision Certificate No. 031783  
**Full Name and Address of the Owner of the Land** Nethmike Pty Limited  
ACN 099 117 067  
c/- 29 Smith Street, Charlestown

DP1071937

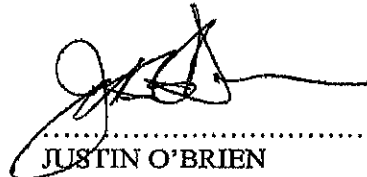
**TERMS OF RESTRICTION TENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

- 4. No habitable dwelling shall be erected, or shall be permitted to remain if the habitable floor levels are not constructed a minimum of 500mm above the 1% AEP flood storm level (at the time of construction) of the adjacent flood plain or watercourse.

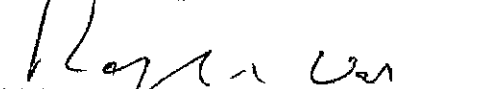
The authority having the right to release vary or modify this restriction is Maitland City Council.

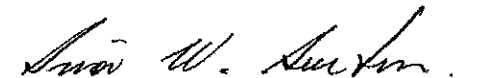
**EXECUTED BY THE AUTHORISED OFFICERS OF NETHMIKE PTY LIMITED**  
ACN 099 117 067 by authority of sec.127 of Corporations Act 2001

  
.....  
**KENNETH MICHAEL HILL**  
Director

  
.....  
**JUSTIN O'BRIEN**  
Director

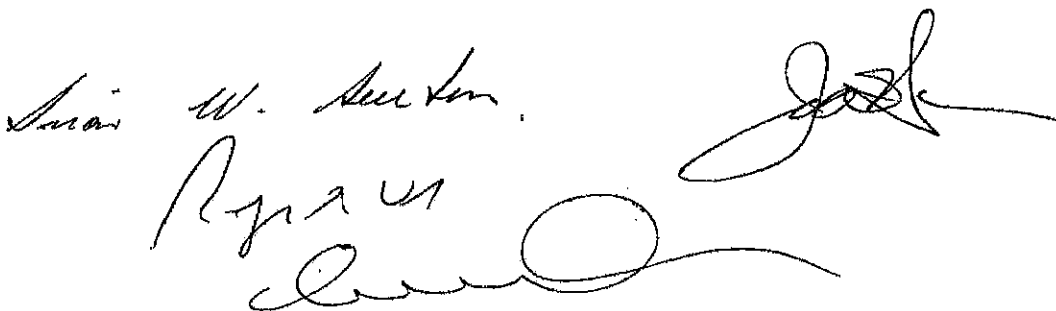
**EXECUTED** by Brian William )  
Burton in the presence of: )

  
.....  
Signature of witness

  
.....  
Signature

**RALPH K WARD**  
.....  
Print name of witness  
16 ELGIN ST, MAITLAND.

**Brian W. Burton**  
.....  
Print name of signatory



**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on Use of Land or Positive Covenants intended to be created pursuant to 88B of the Conveyancing Act 1919.**

Sheet 6 of 6

**Plan:** Plan of Subdivision of Lot 124 In DP 1067216 & Easements over Lot 1001 DP 1056318 covered by Subdivision Certificate No. 051783

**Full Name and Address of the Owner of the Land** Nethmike Pty Limited  
ACN 099 117 067  
c/- 29 Smith Street, Charlestown

**DP1071937**

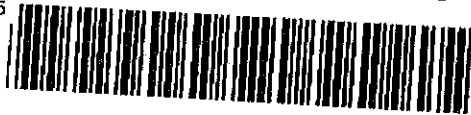
 22.9.04  
**AUTHORISED OFFICER  
MAITLAND CITY COUNCIL**

*Shirley W. Sullivan*  
*Ryan* *John*  
*dean*

**REGISTERED**  **AW 08.10.2004**

Form: 11K  
Licence: 01-08-093  
Licensee: Midware/Softdocs

**REQUEST**  
New South Wales  
Real Property Act 19



ional

PRIVACY NOTE: this information is legally required a. **AB407570L**

(A) STAMP DUTY

If applicable. Office of State Revenue use only

(B) LAND

Torrens Title *201/1071937, 202/1071937, 203/1071937 and 204/1071937.*

(C) REGISTERED DEALING

Number	Torrens Title
<i>φ</i>	

(D) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
<i>BOX 30P</i>	<i>L J KANE &amp; CO LLPN 123818G</i>	
Reference (optional): <i>THL - Nethmike.</i>		

(E) APPLICANT

**NETHMIKE PTY LIMITED 099 117 067**

(F) NATURE OF REQUEST

VARIATION OF EASEMENT

(G) TEXT OF REQUEST

TO NOTE THE EFFECT OF THE DEED OF VARIATION OF EASEMENT LODGED IN THE GENERAL REGISTER BOOK *4453* NO. *813.* and *SR 4454 No 921.*

*p DP 1071937 2ndly referred to*

DATE .....

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **NETHMIKE PTY LIMITED 099 117 067**  
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

*[Handwritten signature]*  
*JUSTIN OBLIN*  
*(Director)*

Name of authorised person:  
Office held:

Signature of authorised person:

*[Handwritten signature]*

Name of authorised person: *K. M. HILL*  
Office held: *DIRECTOR*

Form: 20EV  
Release: 1  
www.lpi.nsw.gov.au

# VARIATION OF EASEMENT



nal

New South Wales  
Section 47(5A) Real Property

## AB407571J

~~7/5/05~~  
**RECORDED**  
(A) **TORRENS TITLE**  
- 2 *MAI* 2005  
TIME: 1.50

**PRIVACY NOTE: this information is legally required and will become part of the public record**

Servient Tenement SEE ANNEXURE A	Dominant Tenement SEE ANNEXURE A
-------------------------------------	-------------------------------------

(B) **EASEMENT VARIED**

Number DP 1071937	Nature EASEMENT TO DRAIN WATER 2.5 WIDE
----------------------	--

(C) **LODGED BY**

Delivery Box <b>BOX 30P</b>	Name, Address or DX and Telephone <b>L J KANE &amp; CO LLPN 123818G</b> Reference: <i>THL - Nethmike</i>	CODE <b>R</b>
--------------------------------	--	------------------

(D) **APPLICANT (1)**

Registered proprietor of the dominant tenement SEE ANNEXURE B
--

(E) **APPLICANT (2)**

Registered proprietor of the servient tenement NETHMIKE PTY LIMITED ACN: 099 117 067
---

- (F) The applicants, having varied <sup>the site of</sup> the above easement as set out in plan annexed **D** hereto, apply to have the variation recorded on the relevant folios of the Register.
- (G) The consent of THE MORTGAGEES is annexed hereto marked **C**

DATE \_\_\_\_\_

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: NETHMIKE PTY LIMITED ACN: 099 117 067  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*  
Name of authorised person: Susan Wilson  
Office held: Director (Duties)

Signature of authorised person: *[Signature]*  
Name of authorised person: R. M. HILL  
Office held: Director

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence

Signature of witness: *[Signature]*  
Name of witness: Wayne Rockley  
Address of witness: 29 Smith Street Charlestown.

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of the dominant tenement. JOHN LAURENCE LANGMAN AND ELLEN ANN LANGMAN  
Signature of registered proprietor of the dominant tenement:

*[Signatures]*

**FOR FURTHER EXECUTION SEE ANNEXURE "E"**

**Annexure A to Variation Of Easement**

**Parties:** John Laurence Langman, Ellen Ann Langman, Brian Michael Lawler, Rhonda Joyce Lawler, Ronald James Reid, Isabella Anne Reid, Maitland City Council and Nethmike Pty Limited ACN: 099 117 067.

**Dated:** ...../...../.....

Servient Tenement	Dominant Tenement
201/1071937	106/1067216 20/1042159
202/1071937	106/1067216 20/1042159 19/1014395 201/1071937
203/1071937	106/1067216 20/1042159 19/1014395 201/1071937 202/1071937 18/707136
204/1071937	106/1067216 20/1042159 19/1014395 201/1071937 202/1071937 203/1071937 18/707136

**Annexure B to Variation Of Easement**

**Parties:** John Laurence Langman, Ellen Ann Langman, Brian Michael Lawler, Rhonda Joyce Lawler, Ronald James Reid, Isabella Anne Reid, Maitland City Council and Nethmike Pty Limited ACN: 099 117 067.

**Dated:** ...../...../.....

John Laurence Langman and Ellen Ann Langman as registered proprietor of	Lot 18 in Deposited Plan 707136
Brian Michael Lawler and Rhonda Joyce Lawler as registered proprietor of	Lot 19 in Deposited Plan 1014395
Ronald James Reid and Isabella Anne Reid as registered proprietor of	Lot 20 in Deposited Plan 1042159
Maitland City Council as registered proprietor of	Lot 106 in Deposited Plan 1067216
Nethmike Pty Limited ACN: 099 117 067. as registered proprietor of	Lot 201 in Deposited Plan 1071937 Lot 202 in Deposited Plan 1071937 Lot 203 in Deposited Plan 1071937 Lot 204 in Deposited Plan 1071937

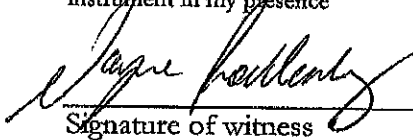


**Annexure E to Variation Of Easement**

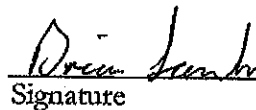
**Parties:** John Laurence Langman, Ellen Ann Langman, Brian Michael Lawler, Rhonda Joyce Lawler, Ronald James Reid, Isabella Anne Reid, Maitland City Council and Nethmike Pty Limited ACN: 099 117 067.

**Dated:** ...../...../.....

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am other wise satisfied, signed this instrument in my presence )

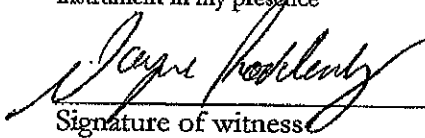
  
Signature of witness


  
Print name of witness

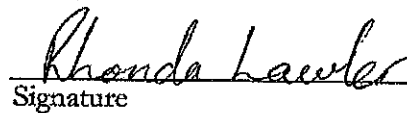
  
Signature

  
Brian Michael Lawler

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am other wise satisfied, signed this instrument in my presence )

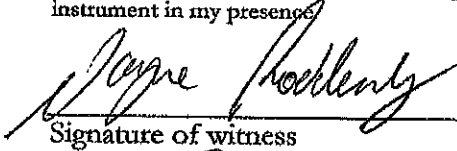
  
Signature of witness


  
Print name of witness

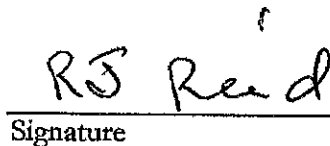
  
Signature

Rhonda Joyce Lawler

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am other wise satisfied, signed this instrument in my presence )

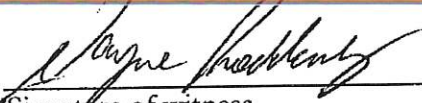
  
Signature of witness

  
Print name of witness

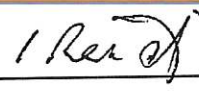
  
Signature

Ronald James Reid


I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence )  
)

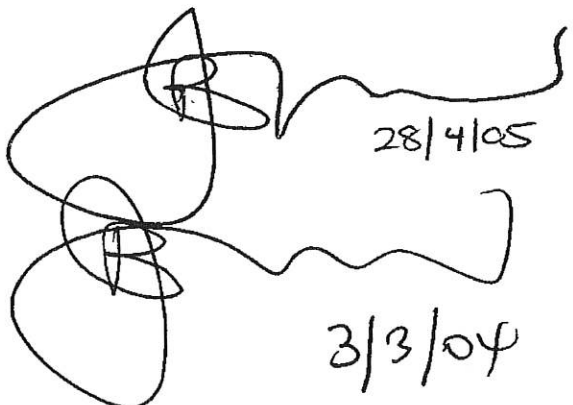
  
Signature of witness

Wayne Roddenby  
Print name of witness

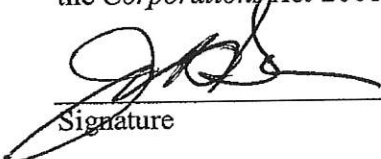
  
Signature

Isabella Anne Reid

  
CINDY DICKSON  
WITNESS 28/4/05  
C/O Maitland City Council  
Executed by Maitland City Council  
And its Authorised officers  
BRAD EVERETT  
General Manager

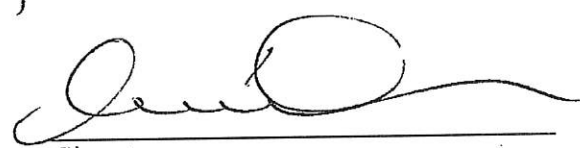
  
28/4/05  
3/3/04

EXECUTED by Nethmike Pty Limited )  
ACN: by its authorised officers )  
pursuant to Authority, Section 127 of )  
the Corporations Act 2001

  
Signature

JUSTINE EDRINGTON  
Name (Block Letters)

Director  
Office

  
Signature

K.M. HILL  
Name (Block Letters)

DIRECTOR  
Office

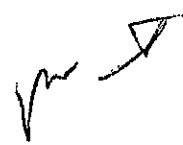


Annexure **C** to Variation Of Easement

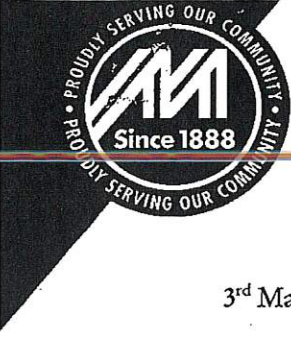
**Parties:** John Laurence Langman, Ellen Ann Langman, Brian Michael Lawler, Rhonda Joyce Lawler, Ronald James Reid, Isabella Anne Reid, Maitland City Council and Nethmike Pty Limited ACN: 099 117 067.

**Dated:** ...../...../.....

MORTGAGEES CONSENT Attached



6 of 11



3<sup>rd</sup> March 2005

LPI NSW  
DX 1117  
SYDNEY NSW

Dear Sir/Madam,

**Variation to Easement in DP 1071937**

The Maitland Mutual Building Society Limited is the mortgagee under mortgage BK 4265 No. 266 noted on the Certificate of Title Folio Identifier Lot 19 DP 1014395.


We hereby consent to the registration of the Variation of the Easement.

Maitland Mutual Building Society.

**THE COMMON SEAL** of MAITLAND MUTUAL BUILDING SOCIETY LIMITED ACN 087 651 983 was hereunto affixed by authority of the Board in the presence of:



  
Allan G. SECCOMBE  
SECRETARY

  
Harold W MAYO  
DIRECTOR

**Head Office:**

417 High Street, (PO Box 50) MAITLAND NSW 2320  
DX 21630, MAITLAND Email: mmbs@mmbs.com.au  
ABN 94 087 651 983 AFSL No: 238139  
Phone: (02) 4933-8044 Fax: (02) 4933-8996

**Branches:**

EAST MAITLAND 110 George Street, NSW 2323  
Phone: (02) 4934 5100 Fax: (02) 4934 6100  
RAYMOND TERRACE 40 William Street, NSW 2324  
Phone: (02) 4987-6199 Fax: (02) 4987-6235

**Services:**

Telephone Banking: (02) 4934 5777  
Website: www.maitlandmutual.com.au  
After Hours Debit Card Hotline: 1800 800 521  
Credit Card Services: 1300 135 538

**CONSENT TO VARIATION OF EASEMENT**

Annexure to Plan

Perpetual Trustees Victoria Limited as Mortgagee under Mortgage(s) No. 7568565 as noted on the Certificate of Title Folio Identifier Lot 18 in DP707136, also described as 35 High Street, Largs in the state of New South Wales,

HEREBY CONSENTS to the VARIATION OF EASEMENT as contained in DP 1071937 subject to and without in any way limiting abridging affecting or prejudicing the rights powers and remedies of the Mortgagee under the said Mortgage(s) (or any of them) which rights powers and remedies shall remain in full force and effect.

Signed at Sydney this 12 day of March 2005

SIGNED for and on behalf of

Assistant Manager

Witnessed in my presence for and on behalf of Perpetual Trustees Victoria Limited (A.C.N. 004 027 286) by its Attorneys..... Carolyn Margaret Lyle and Ben William Swinnell Assistant Manager who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an Attorney of the company for the purposes of the Power of Attorney dated 12-3-05 (Registration No. 43421443) and that he/she has no notice of the revocation of his/her powers.

*N. Griffin*  
.....  
Signature of Witness  
**Narelle Griffin**  
.....  
Full name of Witness

*Ben Swinnell*  
.....  
Signature of Attorney  
*Ben Swinnell*  
.....  
Signature of Attorney

Annexure *D* to VARIATION OF EASEMENT

Parties: See Schedule "A" attached for Signatories

Dated

PLAN SHOWING VARIATION TO EASEMENT TO DRAIN WATER 2.5 WIDE WITHIN LOTS 201-204 DP 1071937 PARISH OF MIDDLEHOPE COUNTY OF DURHAM SCALE 1:600

G.N.

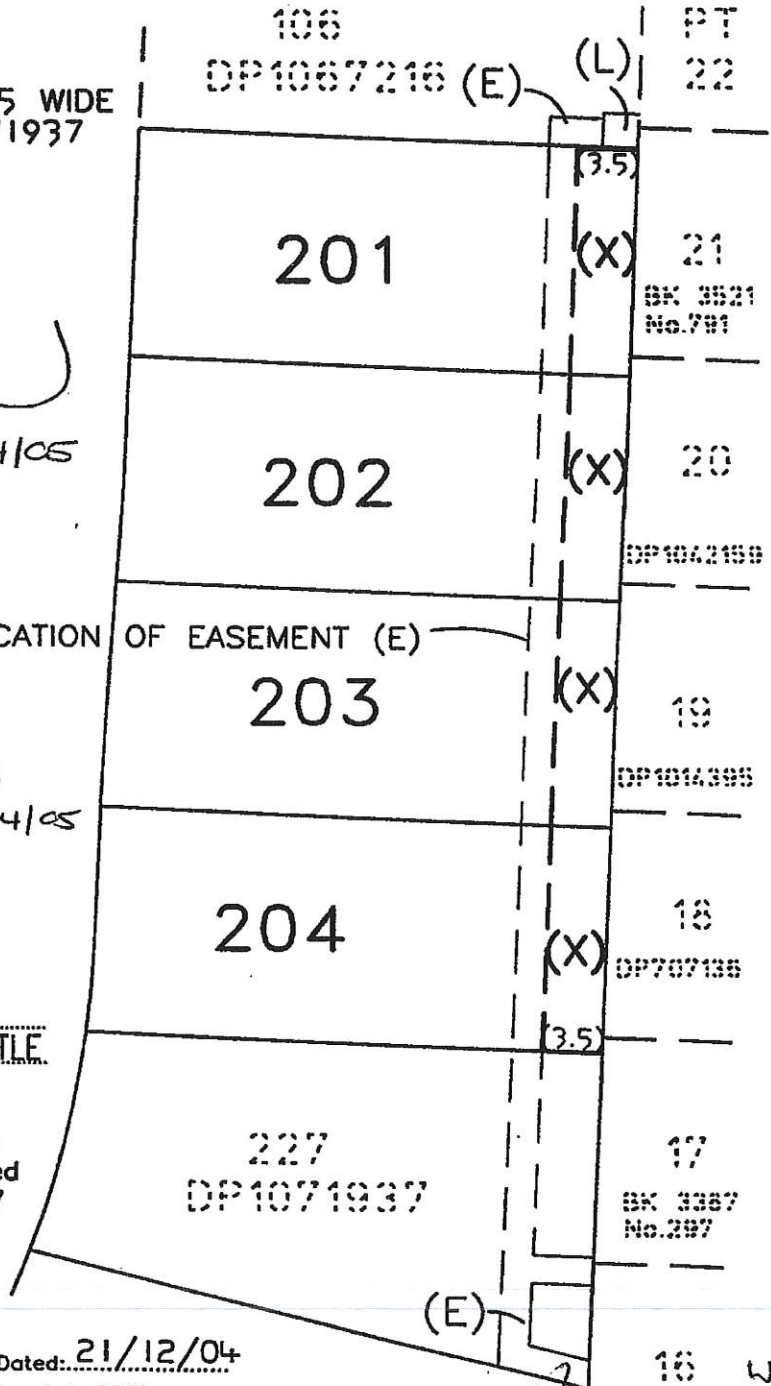
*BRAD EVERETT*  
 28/4/05

PREVIOUS LOCATION OF EASEMENT (E)

*CINDY DICKSON*  
 WITNESS 28/4/05

MARK ANTHONY REID  
 of PALMER, BRUYN DX7855 NEWCASTLE  
 a surveyor registered under the Surveying Act, 2002, hereby certify that the survey represented in this plan is accurate, has been compiled from the information in DP1071937

File No. 200577100 (117)



(Signature).....Dated: 21/12/04

Surveyor registered under the Surveying Act, 2002

(L) EASEMENT TO DRAIN WATER 3 WIDE (D.P. 1067216)

(E) EASEMENT TO DRAIN WATER 2.5 WIDE (DP1071937)

(X) PROPOSED VARIATION TO EASEMENT TO DRAIN WATER 2.5 WIDE AND 3.5 WIDE

*Witness*  
 16  
 BK 3877 No. 477  
*Witness*  
 16  
 BK 3877 No. 477  
*Witness*  
 16  
 BK 3877 No. 477

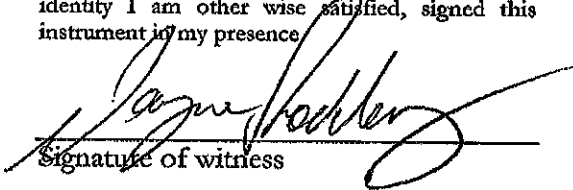
*9 of 11*  
*SO'Brien*  
*KM Hill*

~~Annexure A~~ to Variation Of Easement  
Schedule ~~A~~ to annexure "D."


Parties: John Laurence Langman, Ellen Ann Langman, Brian Michael Lawler, Rhonda Joyce Lawler, Ronald James Reid, Isabella Anne Reid, Maitland City Council and Nethmike Pty Limited ACN: 099 117 067.

Dated: 28 / 4 / 2005

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am other wise satisfied, signed this instrument in my presence )

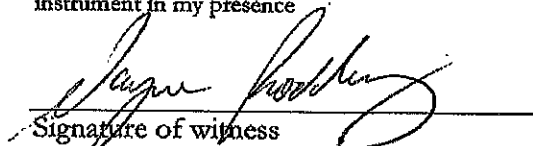
  
Signature of witness

Wayne Roddenby  
Print name of witness

Signature  


John Laurence Langman

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am other wise satisfied, signed this instrument in my presence )

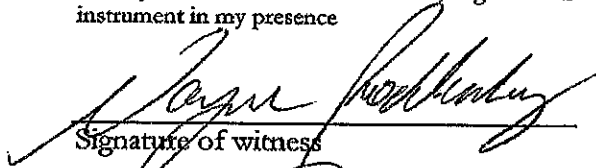
  
Signature of witness

Wayne Roddenby  
Print name of witness


Signature  


Ellen Ann Langman

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am other wise satisfied, signed this instrument in my presence )

  
Signature of witness

Wayne Roddenby  
Print name of witness

Signature  


Brian Michael Lawler

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am other wise satisfied, signed this instrument in my presence )  
)

*Wayne Roddenby*  
Signature of witness

Wayne Roddenby  
Print name of witness

*Rhonda Lawler*  
Signature

Rhonda Joyce Lawler

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am other wise satisfied, signed this instrument in my presence )  
)

*Wayne Roddenby*  
Signature of witness

Wayne Roddenby  
Print name of witness

*RS Reid*  
Signature

Ronald James Reid

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am other wise satisfied, signed this instrument in my presence )  
)

*Wayne Roddenby*  
Signature of witness

Wayne Roddenby  
Print name of witness

*I Reid*  
Signature

Isabella Anne Reid

# Strata Schemes Management Regulation 2016

Current version for 1 May 2023 to date (accessed 21 August 2023 at 11:44)

Schedule 3

## Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

### Note—

These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

### 1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

### 2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation—
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must—
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

### 3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation—

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

#### 4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

#### 5 Keeping of animals

##### Note—

Select option A or B. If no option is selected, option A will apply.

##### Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
  - (a) keep the animal within the lot, and
  - (b) supervise the animal when it is on the common property, and
  - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

##### Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
  - (a) keep the animal within the lot, and
  - (b) supervise the animal when it is on the common property, and
  - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the [Disability Discrimination Act 1992](#) of the Commonwealth.

#### 6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

#### 7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier



(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

#### **8 Children playing on common property**

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

#### **9 Smoke penetration**

**Note—**

Select option A or B. If no option is selected, option A will apply.

**Option A**

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

**Option B**

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except—
  - (a) in an area designated as a smoking area by the owners corporation, or
  - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

#### **10 Preservation of fire safety**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

#### **11 Storage of inflammable liquids and other substances and materials**

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **12 Appearance of lot**

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

## **13 Cleaning windows and doors**

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

## **14 Hanging out of washing**

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law—  
*washing* includes any clothing, towel, bedding or other article of a similar type.

## **15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]**

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must—
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law—

*bin* includes any receptacle for waste.

*waste* includes garbage and recyclable material.

**16 Disposal of waste—shared bins [applicable where bins are shared by lots]**

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must—

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law—

*bin* includes any receptacle for waste.

*waste* includes garbage and recyclable material.

**17 Change in use or occupation of lot to be notified**

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified—

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

**18 Compliance with planning and other requirements**

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

**Certificate No.:** PC/2024/3351

**Certificate Date:** 08/10/2024

**Fee Paid:** \$69.00

**Receipt No.:**

**Your Reference:** Jefferson (S) 23/230

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

---

<b>APPLICANT:</b>	HCN Law  toni@hcnlaw.com.au
<b>PROPERTY DESCRIPTION:</b>	2/13 Cananga Court LARGS NSW 2320
<b>PARCEL NUMBER:</b>	44304
<b>LEGAL DESCRIPTION:</b>	Lot 2 SP 87978

---

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

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

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

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

## **SECTION 10.7(2)**

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

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

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

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

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

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

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

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

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

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

Maitland Development Control Plan 2011 applies to the land.

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

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

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

#### ***DLEP Implementation of Maitland Local Housing and Rural Land Strategies***

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

premises' to support and guide agritourism.

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

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

#### **Draft Development Control Plans**

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

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

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

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

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

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

#### **R1 General Residential**

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

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

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

Home occupations

### 3 Permitted with Consent

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

### 4 Prohibited

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

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

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

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

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

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

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

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

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 land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

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

**ITEM 3 – Contribution plans**

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

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

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

The land IS NOT in a special contributions area.

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

**ITEM 4 – Complying Development**

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

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

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

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

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

Complying development under the **General Development Code** may be carried



out on the land.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ITEM 5 – Exempt Development**

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

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

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

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

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

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

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

**Whether the council is aware that –**

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

The Council is NOT aware of any building product rectification order which is in

force in respect of the land and that has not been fully complied with.

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

### ITEM 7 - Land Reserved for Acquisition

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

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

### ITEM 8 – Road widening and road realignment

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

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

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

### ITEM 9 – Flood related development controls

The land or part of the land IS within the flood planning area and subject to flood related development controls.

The land or part of the land IS between the flood planning area and the probable maximum flood and subject to flood related development controls.

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

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

Note: The information provided in item 9 is based on the data and information presently available to the Council and on development controls in force as at the

date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

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

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

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

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

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

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

Note in this section –

**adopted policy** means a policy adopted –

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

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

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

The land is NOT identified as being bushfire prone land.

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

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

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

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

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

**ITEM – 13 Mine subsidence**

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

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

**ITEM – 14 Paper subdivision information**

There is no development plan that applies to the:

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

**ITEM – 15 Property vegetation plans**

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

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

**ITEM – 16 Biodiversity stewardship sites**

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

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

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

**ITEM 17 – Biodiversity certified land**

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

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

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

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

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

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

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

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

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

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

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

### **ITEM 20 – Western Sydney Aerotropolis**

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

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

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

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

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

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

**Whether there is a current site compatibility certificate under State**

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

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

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

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

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

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

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

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

#### **Contaminated Land**

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

**Jeff Smith**  
General Manager



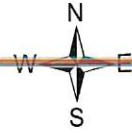
# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack

13 CANANGA

LARGS NSW

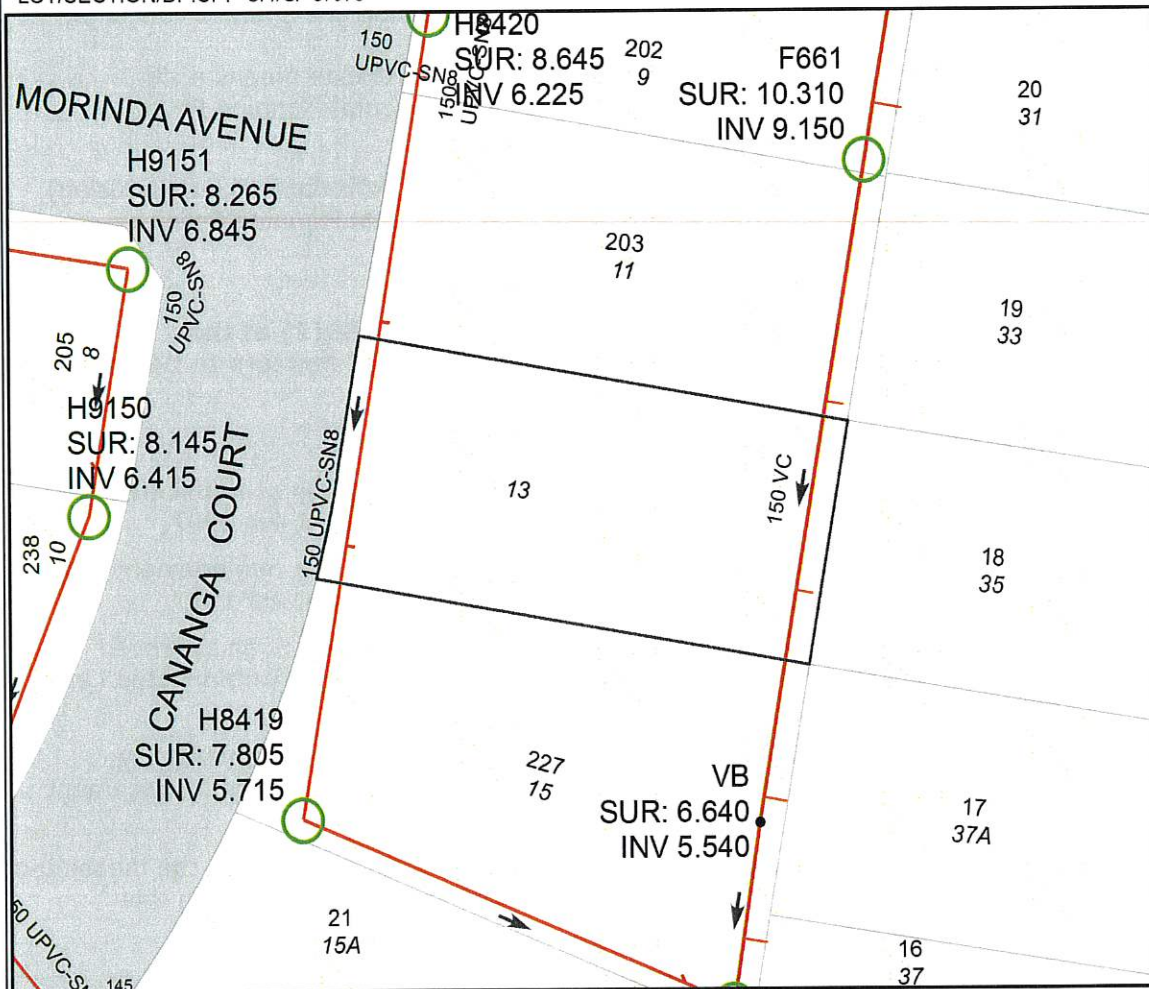
APPLICATION NO.: 2077280

APPLICANT REF: M 23/230

RATEABLE PREMISE NO.: 4598020954

PROPERTY ADDRESS: 13 CANANGA CT LARGS 2320

LOT/SECTION/DP:SP: CPI/SP 87978



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

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

#### IMPORTANT:

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

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

Date: 21/08/2023

Scale at A4: 1:500

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UTILITY DATA  
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