

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	First National Engage Eastlakes 603 Pacific Highway BELMONT, NSW 2280	phone: 02 4947 7877 email: david@fnee.com.au ref: David Bone - 0410 709611
co-agent		
vendor	[REDACTED]	
vendor's solicitor	Kilpatrick Hatton Solicitors Suite 1 163 Pacific Highway CHARLESTOWN NSW 2290	phone: (02) 4920 8300 email: pkilpatrick@kilpatrickhatton.com.au ref: 31185
date for completion	35 days after the contract date	(clause 15)
land (address, plan details and title reference)	29 BARR PROMENADE, THORNTON NSW 2322 Lot 2022 DEPOSITED PLAN 1219370 Folio Identifier 2022/1219370	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

**A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.**

<b>inclusions</b>	<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 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 type="checkbox"/> other:			
<b>exclusions</b>				
<b>purchaser</b>				
<b>purchaser's solicitor</b>				
<b>price</b>				
<b>deposit</b>	_____	(10% of the price, unless otherwise stated)		
<b>balance</b>				
<b>contract date</b>	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

## SIGNING PAGE

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

**Choices**

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

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

**Manual transaction** (clause 30)

NO  yes

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

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

Purchaser must make an **GSTRW payment**

NO  yes (if yes, vendor must provide details)

(GST residential withholding payment)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> <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 *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

29 BARR PROM THORNTON NSW 2322

## **ADDITIONAL CONDITIONS**

**Vendor:** Jeffrey Charles Rose  
**Purchaser:**  
**Property:** 29 Barr Promenade, Thornton 2322

### **32. Intentionally deleted**

### **33. Amendments to the standard contract conditions**

- 33.2 Clause 7.1.1 is deleted.
- 33.3 Clause 8.1.1 is amended by deleting the words "on reasonable grounds".
- 33.4 Clause 14 is hereby varied by the addition of the following sentence after the word "liable":
  - 14.1.1 The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purpose of such adjustment.
- 33.5 Clause 14.4.2 is deleted.
- 33.6 Clause 16.5 is amended by deleting the words "plus another 20% of that fee"
- 33.7 Clause 18 is hereby varied by the addition of the following clause:
  - 18.8 The Purchaser cannot make a claim or requisition or delay completion of this Contract after entering into possession of the property.
- 33.8 Clause 25.1.1 is amended by deleting the word "limited".
- 33.9 Clause 25.7 is deleted.

### **34. Warranty as to Agent**

The Purchaser hereby indemnifies and agrees that at all times for the maximum period permitted by law to indemnify and keep indemnified the Vendor from and against any claim, commission, charge, expense, action, suit, proceedings, cost or demand of whatsoever nature by any real estate agent or employee of such real estate agent (other than the Vendor's agent named herein) who establishes that the Purchaser was introduced to the Vendor or to the property by any other agent or employee of him.

### **35. Deposit of less than 10%**

The Vendor and the Purchaser agree that if:

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

then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten per centum (10%) of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary. This clause shall not merge upon termination of this Contract.

### **36. Deposit by installments**

If a cooling off period applies to this contract, the purchaser may pay the deposit holder in 2 instalments as follows:

- (a) On or before the date of this contract 0.25% of the agreed purchase price; and
- (b) In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

**37. Subject to finance**

- (a) ~~With the written consent of the vendor or their representative, it is a condition of this contract that the purchaser shall obtain approval in writing of finance for the purchase of the property in accordance with this clause and The Schedule.~~
- (b) ~~The purchaser shall promptly, at the purchaser's expense:
  - i. ~~apply for finance in accordance with The Schedule;~~
  - ii. ~~make and pursue the finance application, pay all fees, supply all particulars, certificates and valuations, and do all other things as may reasonably be required for the purpose of the application;~~
  - iii. ~~inform the vendor regarding the progress of the finance application whenever reasonably requested to do so by or on behalf of the vendor;~~
  - iv. ~~notify the vendor in writing after receipt of written approval or refusal from the Lender.~~~~
- (c) ~~This clause is for the benefit of the purchaser who may, prior to rescission of this agreement, waive the benefit thereof.~~
- (d) ~~If without default on the part of the purchaser the finance approval in writing has not been obtained within the time limited in The Schedule, either party shall be entitled by notice served upon the other to rescind this agreement, provided that if the purchaser has obtained the finance approval in writing prior to service of such notice of rescission by either party, neither party shall thereafter be entitled to rescind this agreement for want of such approval.~~
- (e) ~~Upon rescission pursuant to this Clause the provisions of Clause 19 shall apply.
  - i. ~~In the event of a rescission under the terms of this clause, the purchaser shall forfeit to the vendor the sum equivalent to 0.25% of the purchase price being an estimate of the vendor's costs associated with the preparation of the contract and other expenses associated.~~
  - ii. ~~In order for the purchaser to rescind this Contract pursuant provision (d) above, the notice of rescission must be received by the Vendor's solicitor no later than 5.00pm on the last day the purchaser has to obtain finance approval as determined by item 3 in the Schedule below.~~~~

**THE SCHEDULE**

- 1. ~~Lender:~~
- 2. ~~Amount of Loan:~~
- 3. ~~Number of (calendar) days after making this agreement for obtaining written approval of finance: ten (10) calendar days~~

**38. Release of deposit**

~~The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as they shall require for the purpose of settlement, a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.~~

**39. Warranty by Purchaser**

The Purchaser warrants to the vendor:

- (a) The purchaser is not an undischarged bankrupt and has not committed any act of bankruptcy;

- (b) The Purchaser does not require the approval or consent of the Foreign Investment Review Board to purchase the property;
- (c) The Purchaser is over the age of 18 years.

The Purchaser acknowledges that the Vendor relies on this warranty in entering into this Contract and the Purchaser will indemnify and keep indemnified the Vendor against any loss, expense, fine, damage, penalty and/or liability arising out of or as a consequence of a breach of this warranty by the Purchaser. This indemnity will not merge on completion.

#### **40. Mine Subsidence Board**

The Purchaser may rescind this Contract if the owner of the improvements on the land is not entitled, as at the date of this Contract, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purposes of this condition.

#### **41. Purchaser acknowledgements**

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 or dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connection in respect of the property;
- (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;
- (f) With the items specified as "inclusions" on the front page of this Contract that are not new;
- (g) Without any representation or warranty from or on behalf of the Vendor as to the state of repair or condition of any inclusions, the Vendor will not be responsible for any mechanical breakdown in respect of any such items;
- (h) Subject to the state of repair and condition of any inclusions as at the date of exchange subject to an reasonable wear and tear between the date hereof and the date on which the Purchaser is entitled to take possession of the property; and
- (i) Subject to title of the inclusions being passed on completion of this Contract and the Vendor shall not be required to give formal delivery in respect thereof.

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

#### **42. Representations and warranties negated**

Subject to the provisions of Section 52A of the Conveyancing Act, 1919, the Purchaser warrants that, unless otherwise stated in this Contract, the Purchaser has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on behalf of the Vendor including without limitation, any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the property or any financial return or income to be derived from the Property and the terms and conditions set out in this Contract contain the entire agreement in relation to the property as concluded between the parties.

The Purchaser further acknowledges that the Purchaser has not been induced to enter into this Contract by any representation, whether verbal or otherwise made by or on behalf of the Vendor which is not set out in the Contract.

#### **43. Covenants**



Notwithstanding anything in this Contract to the contrary, the Purchaser agrees not to raise any requisition or objection or make any claim for compensation or rescind or terminate this Contract in breach of any covenant relating to the property. The Purchaser is satisfied as to the terms of the covenants and has inspected the property as is satisfied as to the compliance or non-compliance with such covenants and accepts any such non-compliance. Covenant in this clause excludes any restrictive covenant.

#### **44. Claims by the Purchaser**

Notwithstanding the provisions of Clauses 5, 6 and 7 hereof the parties expressly agree that any claim (whether for compensation or not) shall be deemed to be an objection or requisition for the purpose of Clause 7 and 8 hereto entitling the Vendor to rescind this Contract.

#### **45. Late completion**

In the event that completion of this Contract shall not take place within the time allowed for completion in Clause 15 hereof, other than due to any act or omission on the part of the Vendor, the Purchaser hereby acknowledges and agrees that the Vendor is entitled to recover from the Purchaser as liquidated damages on completion of this Contract:

- (a) Interest on the balance of the purchase price payable hereunder at the rate of ten per centum (10%) per annum for the period between the expiration of the time allowed for completion pursuant to Clause 15 hereof and the actual date of completion, with such interest being calculated on a daily basis and added to the balance payable on completion;
- (b) The sum of Three Hundred and Thirty Dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses allowed by the Purchaser as an additional adjustment on completion;
- (c) The Parties agree that payment of such sums is made on account of damages and that the Vendor shall not be required to complete this Contract unless the said sums are paid on completion;
- (d) The Vendor's rights pursuant to this clause do not limit any other rights the Vendor may have against the Purchaser as a result of the Purchaser's failure to complete this Contract in accordance with the provisions of this Contract.

#### **46. Notice to complete**

- (a) It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose;
- (b) Further, in the circumstances justifying the issue of a Notice to Complete by the Vendor, then the Purchaser shall be liable for the sum of three hundred & thirty dollars (\$330.00) as the agreed reasonable legal expenses incurred by the Vendor as a result of having to issue such Notice to Complete.
- (c) The Purchaser's obligation to pay the sum referred to in clause 42(b) hereof is an essential term of this contract and shall in no way affect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of Contract.
- (d) The party serving the Notice to Complete may:
  - i. At any time, withdraw the Notice to Complete by further notice to the party in default; and
  - ii. At its option, issue a further Notice to Complete.

#### **47. Swimming pool**

If a swimming pool forms part of the property:

- (a) The Vendor does not warrant that the swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 (in this clause "the Act") and the regulations prescribed under the Act;
- (b) After completion the Purchaser must comply with the requirements of the Act; and
- (c) The Purchaser cannot make claim, objection or requisition or rescind or terminate in respect of the swimming pool and any non-compliance with the Act and Regulations prescribed under the Act.

**48. Survey**

Where a Surveyor's Report (or copy thereof) is annexed to the Contract:

- (a) The Vendor does not warrant the accuracy of completeness of the Report; and
- (b) The purchaser will take title subject to and will not make any objection, requisition or claim for compensation or claim any right to rescind or terminate in respect of the matters disclosed or referred to in such Report.

**49. Qualified and limited title**

- (a) If applicable, the property the subject of this Contract for Sale shall be deemed to be held by the Vendor pursuant to the provisions of the Real Property Act, 1900 and the Purchaser shall not be entitled to make any requisition, claim for compensation or objection with regard to the said Qualified Certificate of Title and the Vendor shall not be called upon to, nor shall the Vendor be obliged to, provide any Old System Title Abstracts of Title or Chronological Index of Title or Old System Title Search Papers and the Vendor shall be entitled to treat the subject property as not being Qualified Title pursuant to part IVA of the Real Property Act, 1900 and the Purchaser shall accept the title to the subject property as being wholly pursuant to the provisions of the Real Property Act, 1900.
- (b) If applicable, notwithstanding any other provision in this Contract for Sale the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the notation of Limited Title on the subject property.

**50. Sewer Diagram**

- (a) The Vendor and the Purchaser acknowledges that in the event the property is connected to a sewer main service provided by the Hunter Water Corporation then the attached sewer main diagram is the only diagram available from the Hunter Water Corporation in the ordinary course of administration.
- (b) The Purchaser shall not be entitled to make any objection, requisition or claim for compensation or rescind or terminate this Contract in respect of the matter disclosed.

**51. Death/mental incapacity**

If at any time prior to completion the Vendor or Purchaser (or any of them) dies or becomes mentally ill or, being a company is wound up or go into liquidation, then either party may at any time thereafter rescind this Contract by notice in writing served on the other party.

**52. Guarantee and indemnity if the Purchaser is a Company**

- (a) If the Purchaser of the property is a Company, the Offices or persons who sign this contract on behalf of the Company or who attest the seal of the Company on this Contract:
  - i. Jointly and separately guarantee all obligations of the Purchaser under this Contract including the payment of the purchase price; and

- ii. Jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this Contract.
- (b) This guarantee and indemnity is given by each guarantor as principal and not discharged or released by any release or variation of this Contract between the Vendor and the Purchaser.

**53. ~~Tenancy~~**

~~If a tenant is in occupation of the property and if page one (1) of this Contract provides for the Vendor to give Vacant Possession of the property on completion of this contract, then the following provisions shall apply:~~

- ~~(a) Completion of this contract is conditional upon the Vendor obtaining Vacant Possession of the property from the tenant. The Vendor will forthwith serve a notice on the tenant and will pursue that notice and the obtaining of Vacant Possession.~~
- ~~(b) Neither party will be entitled to service Notice to Complete on the other party until Vacant Possession by the tenant is available to the Vendor.~~

**54. Intentionally deleted**

**55. Intentionally deleted**

**56. Requisitions**

- (a) The Purchaser agrees that the only form of general Requisitions in Title the Purchaser may make pursuant to clause 5.1 shall be in the form of Requisitions on Title annexed hereto.
- (b) The Purchaser acknowledges that these Requisitions on Title are deemed to have been served on the date of this contract.
- (c) The Purchaser is not entitled to make any requisitions (other than those annexed hereto) unless such requisition arises out of something served by the Vendor after the date of this Contract.

**57. Conflict**

If there is a conflict or inconsistency between these Additional Conditions and the printed clauses of this Contract, these Additional Conditions shall prevail to the extent of such conflict or inconsistency.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Re: Rose Proposed Sale

Property: 29 Barr Promenade, Thornton NSW 2322

Dated: 16 May 2024

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### Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?  
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.  
(c) Please specify any existing breaches.  
(d) All rent should be paid up to or beyond the date of completion.  
(e) Please provide details of any bond together with the Rental Bond Board's reference number.  
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:  
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?  
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

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

### Survey & Building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act* and their regulations been complied with?  
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?  
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) In respect of any residential building work carried out in the last 7 years:
  - (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
- 16. If a swimming pool is included in the property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 17.
  - (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations**

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

#### **Capacity**

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

#### **Requisitions & Transfer**

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



FOLIO: 2022/1219370

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/5/2024	3:04 PM	3	1/9/2018

LAND

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LOT 2022 IN DEPOSITED PLAN 1219370  
AT THORNTON  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF ALNWICK COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP1219370

FIRST SCHEDULE

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JEFFREY CHARLES ROSE (T AM257039)

SECOND SCHEDULE (5 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 1162 NO 597 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 DP1180897 EASEMENT FOR BATTER 10 AND 15 METRE(S) WIDE APPURTENANT TO THE WHOLE OF THE LAND ABOVE DESCRIBED
- 4 DP1219370 RESTRICTION(S) ON THE USE OF LAND
- 5 AM257040 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

*No 597 Book 1162 Conveyance*

*Stamp Duty  
£1  
of Public Stamp  
12.9.19*

*7/6  
10/9/19  
@B*

*5/15  
30/4*

**This Indenture** made the *6th* day of *September*

One thousand nine hundred and nineteen BETWEEN REGINALD CHARLES ALLEN and ARTHUR WIGRAM ALLEN both of Sydney in the State of New South Wales Solicitors (hereinafter called the Mortgagees) of the first part FREDERICK KALES of Berry Park near Moxpeth in the said State Gentleman (hereinafter called the Vendor) of the second part and AUGUSTINE MORAN of Thornton in the said State Farmer (hereinafter called the Purchaser) of the third part WHEREAS by Indenture of Mortgage bearing date the eleventh day of September One thousand nine hundred and twelve Registered number 324 Book 989 made between the Vendor of the one part and the Mortgagees of the other part (inter alia) the lands and hereditaments intended to be hereby assured were mortgaged unto the Mortgagees to secure to them repayment of the sum of Five thousand pounds (£5000) and interest as therein mentioned AND WHEREAS by Indenture of Further Charge bearing date the eleventh day of September One thousand nine hundred and twelve Registered Number 329 Book 989 made between the same parties as the lastly hereinbefore recited Indenture the Vendor charged (inter alia) the said lands and hereditaments with the payment to the Mortgagees of the further sum of Two thousand two hundred and fifteen pounds fourteen shillings and one penny (£2215-14-1) and interest as therein mentioned AND WHEREAS the Vendor has agreed with the Purchaser for the sale to him of the lands and hereditaments hereinafter mentioned and intended to be hereby assured and the inheritance thereof in fee simple at the price of Three thousand nine hundred and fifty five pounds seven shillings (£3955-7-0) AND WHEREAS the Mortgagees have at the request of the Vendor agreed to join in and execute these presents for the purpose of releasing the said lands and hereditaments from the hereinbefore recited Indentures of Mortgage and Further Charge HOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreements and in consideration of the premises and of the sum of Three thousand nine hundred and fifty five pounds seven shillings (£3955-7-0) to the Vendor paid by the Purchaser on or before the execution of these presents (the receipt whereof the Vendor doth hereby acknowledge) THEY the Mortgagees at the request and by the direction of the Vendor (testified by his execution hereof) DO and each of them DOTH HEREBY grant bargain sell release and convey AND he the Vendor doth hereby grant release and confirm unto the Purchaser and his heirs ALL THAT piece or parcel of land containing sixty seven acres three roods thirty perches being Farm 2A of Fred. Eales' Subdivision of Berry House Estate and part of an area of One thousand one hundred and seven and one quarter acres which is part of a Subdivision of original portion Forty eight containing Two thousand one hundred acres granted to John Eales situated in the Shire of Tarro Barriell of Alnwick County of Northumberland State of New South Wales Commencing at the north easterly corner of Farm 1A being a point on a south easterly boundary of the East Maitland to Raymond Terrace Road bearing and distant by line respectively sixty eight degrees forty two minutes for Four hundred and seventy eight and one tenth links seventy nine degrees nought eight minutes for five hundred and seven and four tenth links and seventy four degrees forty four minutes for six hundred and ninety seven and seven tenth links from the intersection of the Westerly boundary of John Eales Two thousand one hundred acres grant with a south easterly boundary of the before mentioned

*Fred Eales*

road and bounded thence by part of a south easterly boundary of the East Maitland to Raymond Terrace Road aforesaid seventy degrees thirty nine minutes for one thousand six hundred and eight and nine tenth links to the north westerly corner of Farm 3A thence by south westerly boundaries of that farm and a south westerly and a north westerly boundary of Farm 6A being lines respectively one hundred and fifty seven degrees fifty three minutes for one thousand four hundred and six and five tenth links one hundred and sixty six degrees fifty nine minutes for five hundred and fifty seven and six tenth links one hundred and sixty three degrees nought six minutes for three hundred and seventy and nine tenth links one hundred and sixty two degrees thirty eight minutes for one thousand two hundred and forty three and three tenth links and one hundred and eighty four degrees twenty two minutes for one hundred and sixty six and seven tenth links to the north easterly corner of Lot 14A thence by north westerly boundaries and a north easterly boundary of that farm being lines respectively two hundred and sixty six degrees seventeen minutes for sixty three and three tenth links two hundred and fifty six degrees twenty nine minutes for one thousand four hundred and forty and eight tenth links and three hundred and fifteen degrees ten minutes for one thousand one hundred and seventy eight and three tenth links to the south easterly corner of Farm 1A and thence by the north easterly boundary of that farm three hundred and fifty two degrees fourteen minutes for two thousand five hundred and three tenth links to the point of commencement to the said several dimensions a little more or less ALSO ALL THAT piece or parcel of land containing one hundred and twenty acres one rood twenty six perches being Farm 6A of Fred. Eales Subdivision of Berry House Estate and part of an area of One thousand one hundred and seven and one quarter acres which is part of a subdivision of original portion forty eight containing two thousand one hundred acres granted to John Eales situated in the Shire of Tarr's Parish of Alwicks County of Northumberland State of New South Wales Commencing at the South easterly corner of Farm Five A being a point on the easterly boundary of John Eales Two thousand one hundred acres grant aforesaid as fenced and occupied bearing One hundred and eighty degrees twenty eight and one half minutes and distant Four thousand seven hundred and fourteen and seven tenth links from the intersection of that boundary with a South Easterly boundary of the East Maitland to Raymond Terrace Road One hundred links wide and bounded thence by the South Westerly boundaries of Farms Five A, Five B, Four A and Three A, being lines respectively Two hundred and seventy eight degrees twenty eight and one half minutes for One thousand one hundred and fifty one and six tenth links and Two hundred and seventy eight degrees eighteen minutes for three thousand and twenty eight links to Farm Two A thence by part of a north easterly boundary, South Easterly boundaries and again a North Easterly boundary of that farm and Farm Fourteen A being lines respectively One hundred and sixty two degrees thirty eight minutes for One thousand two hundred and forty three and three tenth links One hundred and eighty four degrees twenty two minutes for One hundred and sixty six and seven tenth links One hundred and ninety three degrees forty five minutes for seven hundred and thirty six links and One hundred and seventy four degrees ten minutes for six hundred and forty six and seven tenth links to the corner common to Farms Six A, Seven A, Thirteen A, and Fourteen A thence by North Easterly boundaries and a north westerly boundary of Farm Seven A being lines respectively ninety six degrees forty two minutes for One thousand five hundred and sixteen and eight tenth links One hundred and fifty two degrees thirty nine minutes for One hundred and seventy and six tenth links One hundred and sixty



five degrees twenty eight minutes for Three hundred and eighty four and six tenth links One hundred and eighty six degrees nought nought minutes for Two hundred and sixteen and nine tenth links, One hundred and twelve degrees fifty five and one half minutes for nine hundred and thirty eight and seven tenth links and Eighty two degrees forty seven and one half minutes for One thousand three hundred and thirty one and nine tenth links to Rodd and Hickey's Grant of One thousand four hundred and fifty six and one quarter acres and thence by part of the westerly boundary of that grant <sup>as fenced</sup> and occupied which said boundary is identical with part of the Easterly boundary of John Eales Two thousand one hundred acre grant aforesaid Three hundred and sixty degrees forty three minutes for three thousand two hundred and eighteen and seven tenth links to the point of commencement be the said several dimensions a little more or less TOGETHER with full and free right and liberty for the Purchaser his heirs and assigns the owners and occupiers for the time being of the land secondly hereinbefore expressed to be hereby assured being Farm Six A of the Vendor's Subdivision of the Berry House Estate and every and any part thereof and their and each of their servants workmen visitors and licensees with or without carts cars and other conveyances of whatever description laden or unladen at all times by day and by night to go pass and repass and to drive horses cattle and other animals to and fro along over and upon ALL THAT piece of land being part of Farm fourteen A of Fred. Eales Subdivision of Berry House Estate and part of John Eales Two thousand one hundred acres grant situated in the aforementioned Shire, Parish, County and State Commencing at the south westerly corner of Farm One A thence by lines respectively Ninety degrees thirteen minutes for One thousand four hundred and sixty seven and nine tenth links, One hundred and twenty five degrees nought one Minutes for five hundred and six and seven tenth links to the corner common to Farms One A, Two A, One hundred and thirty five degrees ten minutes for One thousand one hundred and seventy eight and three tenth links, Seventy six degrees twenty nine minutes for One thousand four hundred and forty and eight tenth links and Eighty six degrees seventeen minutes for sixty three and three tenth links to Farm Six A thence by part of a north westerly boundary of that Farm One hundred and ninety three degrees forty five minutes for Thirty one and eight tenth links thence by lines parallel to and distant twenty feet in rectangular measurement from the afore-described line South Westerly and North Westerly and Westerly to a Government Road One hundred links wide and thence by part of the Easterly boundary of that road Three hundred and sixty degrees forty one minutes for Thirty and three tenth links to the point of commencement SUBJECT nevertheless to and with the benefit of all other ways and rights of way (if any) and all drains and rights of drainage as may exist and be maintainable by right of user grant or otherwise through from or to the land hereby conveyed or any part thereof AND ALSO reserving to the Vendor his heirs and assigns all coal and other minerals and all metals lying and being in and under the said land and hereditaments hereinbefore described with liberty for the Vendor his heirs executors administrators and assigns from the adjoining lands and hereditaments or otherwise to work for mine and carry away all such coal and other minerals and all metals AND RESERVING ALSO to the Vendor his heirs executors administrators and assigns the right to work any other lands through the land hereby conveyed and to convey all coal and other minerals and metals gotten from such other lands through the lands hereby conveyed but not with the right to enter upon or injure any portion of the surface of the said land hereby conveyed or any buildings thereon for the purpose aforesaid or any of them TOGETHER with by way of assurance and not ex-

ception or reservation all buildings erections fixtures fences paths passages rights  
privileges liberties easements and appurtenances whatsoever belonging or appertaining  
to the said lands and hereditaments hereinbefore expressed to be hereby assured and  
each of them and every part thereof AND ALL the estate right title interest benefit  
claim and demand whatsoever both at law and in equity of the Mortgagees and of the  
Vendor in to and upon the same premises and every part thereof TO HAVE AND TO HOLD all  
the said premises hereinbefore granted and released or expressed so to be with the  
appurtenances but subject and reserving as aforesaid unto and to the use of the Pur-  
chaser his heirs and assigns for ever FREED AND ABSOLUTELY DISCHARGED from the herein-  
before recited Indentures of Mortgage and Further Charge and the moneys secured or in-  
tended so to be and all claims and demands in respect thereof AND each of them the  
Mortgagees as to his own acts and omissions only and not further or otherwise DOTH  
hereby for himself his heirs executors and administrators COVENANT with the Purchaser  
his heirs and assigns that they the said covenanting parties respectively have not at  
any time done or knowingly suffered or been party or privy to anything whereby they  
are prevented from granting and releasing the said premises hereinbefore expressed to  
be hereby granted and released or any of them or any part thereof in manner aforesaid  
or whereby the same or any part thereof are or may be impeached affected or en-  
cumbered in title estate or otherwise howsoever AND the Vendor doth hereby for himself  
his heirs executors and administrators covenant with the Purchaser his heirs and assigns  
in manner following that is to say THAT notwithstanding any act matter or thing by the  
Vendor or any person claiming under him made or done to the contrary he the Vendor now  
hath in himself good right and absolute authority by these presents to grant and re-  
lease the said hereditaments and premises and every part thereof with the appurtenances  
unto the Purchaser and his heirs to the use and in manner aforesaid AND that it shall  
be lawful for the Purchaser his heirs and assigns at all times hereafter peaceably and  
quietly to enter upon hold and occupy possess and enjoy the said hereditaments and pre-  
mises and to receive and take the rents and profits thereof for his and their own use  
without any eviction interruption or denial by the Vendor or any person or persons  
claiming or to claim from under or in trust for him AND that the said hereditaments  
and premises are by these presents freed and discharged from all charges and encum-  
brances whatsoever made or occasioned by the Vendor or any person claiming as aforesaid  
AND ALSO that the Vendor and his heirs and every person whomsoever legally claiming  
any estate or interest in the said hereditaments and premises through under or in  
trust for him will from time to time and at all times hereafter at the request and cost  
of the Purchaser his heirs or assigns execute and perfect every such lawful act deed  
or assurance in the law for more satisfactorily assuring the said hereditaments and  
premises and every part thereof to the uses with the reservations and in manner aforesaid  
as by the Purchaser his heirs or assigns shall be reasonably desired or required  
AND FURTHER the Mortgagees and the Vendor respectively as to their own respective  
acts and defaults only and not those of each other and so as to bind themselves respect-  
ively their respective heirs executors and administrators only while having the actual  
custody of the deeds and writings hereby covenanted to be produced and so far as prac-  
ticable to bind such deeds and writings into whosoever hands the same may come and  
not so as to bind themselves or any or either of them their or any or either of their  
heirs executors or administrators or to incur any liability in relation thereto further  
or otherwise do hereby for themselves respectively their respective heirs executors

- 5 -

administrators and assigns COVENANT with the Purchaser his heirs and assigns that they the said covenanting parties respectively or some or one of them their or some or one of their executors administrators or assigns will at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable request in writing and at the cost of the Purchaser his heirs or assigns or any of them or any person or persons having or claiming through him or them any estate or interest in the said lands and hereditaments hereinbefore expressed to be hereby granted and released or any of them or any part thereof produce or cause to be produced in the State of New South Wales (but not elsewhere) to him or them or his or their Agent or Solicitor or such other person or persons as he or they shall direct or otherwise as occasion shall require all or any of the deeds and writings mentioned in the Schedule hereunder written for the proof defence and support of the title and possession of the purchaser his heirs or assigns or any of such other person or persons as aforesaid to the said hereditaments and premises or any part thereof and will permit the same to be examined inspected or given in evidence and also will at the like request and cost make and furnish or cause to be made and furnished to him or them such true copies attested if required or abstracts of or extracts from the same deeds and writings respectively as he or they may require and will in the meantime unless prevented as aforesaid keep the same deeds and writings safe whole uncancelled and undefaced AND the Purchaser doth hereby for himself his heirs executors administrators and assigns covenant with the Vendor his executors administrators and assigns (other than purchasers or sale) that he or they will not at any time erect any fence or any portion of a fence dividing the lands hereby conveyed or any of them or any part thereof from any adjoining land of the Vendor without the written consent of the Vendor but such consent shall not be necessary whenever such fence is erected and maintained wholly at the expense of the Purchaser his executors administrators or assigns and without creating any liability on the part of the Vendor his executors or administrators in respect thereof.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

THE SCHEDULE HEREINBEFORE REFERRED TO

11th September 1912 Indenture of Partition made between Walter James Leslie Eales Alfred Ernest Eales Frederick Eales Arthur Wellington Eales and Arthur Wigram Allen (executors of the Will of the late John Greeley Eales) of the first part Walter James Leslie Eales of the second part Alfred Ernest Eales of the third part Frederick Eales of the fourth part Arthur Wellington Eales of the fifth part and Reginald Charles Allen of the sixth part Registered Number 319 Book 989.

11th September 1912 The hereinbefore recited Indenture of Mortgage made between the said Alfred Ernest Eales of the one part and Reginald Charles Allen and Arthur Wigram Allen of the other part Registered Number 324 Book 989.

11th September 1912 The hereinbefore recited Indenture of Further Charge made between the said Alfred Ernest Eales of the one part and the said Reginald Charles Allen and Arthur Wigram Allen of the other part Registered Number 329 Book 989.

SIGNED SEALED AND DELIVERED by the  
said REGINALD CHARLES ALLEN in the presence of  
*Reginald C. Allen* L.S.

BY the said ARTHUR THORAM ALLEN  
in the presence of  
*L. E. J. Plummer* L.S.

AND BY the said FREDERICK SALES  
in the presence of  
*Fred. Sales* L.S.

RECEIVED from the within named Purchaser the sum of Three thousand nine hundred and fifty five pounds seven shillings being the consideration money within expressed to be paid by him to us. } 23955-7-0.

WITNESS  
*L. E. J. Plummer*

NEW SOUTH WALES  
TO WIT

HENRY GRAHAM ALLERS of Sydney in the said State Clerk to Messrs. Allen Allen & Hensley Solicitors of 19 Castlereagh Street Sydney being duly sworn makes oath and says as follows:-

That the writing contained on this and the <sup>preceding</sup> five pages is a true copy of the original Conveyance.

SWORN at Sydney this 23rd day of September A.D. 1919  
Before me

*L. E. J. Plummer*  
*W. J. ...*  
Deputy Registrar

RECEIVED into the Office of the Registrar General at Sydney this 23rd day of September A.D. 1919 at 11 o'clock in the after noon of and from the said Henry Graham Allers.

*W. J. ...*  
Deputy Registrar

Ref:NPS:705915 / S/S:M

CLASS	EXTING	CONDO	RES	IND	AG	OTHER	CLASS	CONDO	RES	IND	AG	OTHER
1	1	1	1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10	10	10	10	10	10

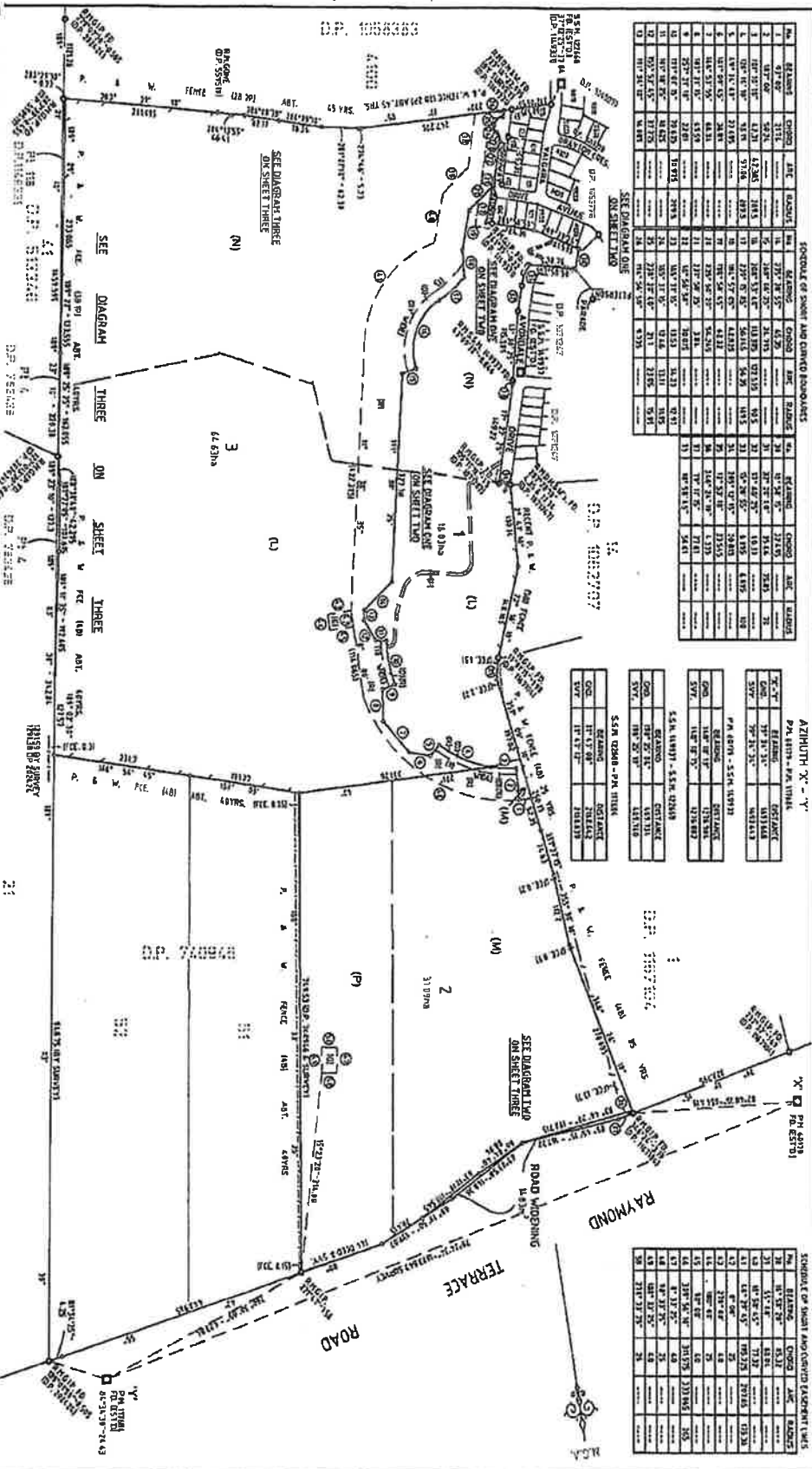
CLASSIFICATION AND USE OF LAND FOR THE SUBDIVISION AND FOR THE ORIGINAL DEVELOPMENT THEREOF. THIS CLASSIFICATION IS SUBJECT TO THE ZONING ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AND TO ANY AMENDMENTS THEREOF. THE ZONING ORDINANCE IS AVAILABLE AT THE CHANDLER CITY CLERK'S OFFICE, 118 N. D.P. 789438 AND PT. LOT 118 IN D.P. 1149531.

OWNER: BERT AND ROBERTA WILSON  
118 N. D.P. 789438 AND PT. LOT 118 IN D.P. 1149531

DATE: 5.5.2012

REGD: 18.12.2012

DP1180897



STATEMENT OF SUBST AND CONDO INTERESTS

NO.	BLK.	CONDO	RES.	IND.	AG.	OTHER	BLK.	CONDO	RES.	IND.	AG.	OTHER
1	1	1	1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10	10	10	10	10	10

STATEMENT OF SUBST AND CONDO INTERESTS

NO.	BLK.	CONDO	RES.	IND.	AG.	OTHER	BLK.	CONDO	RES.	IND.	AG.	OTHER
1	1	1	1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10	10	10	10	10	10

STATEMENT OF SUBST AND CONDO INTERESTS

NO.	BLK.	CONDO	RES.	IND.	AG.	OTHER	BLK.	CONDO	RES.	IND.	AG.	OTHER
1	1	1	1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8	8	8	8
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10	10	10	10	10	10	10	10	10	10	10	10	10

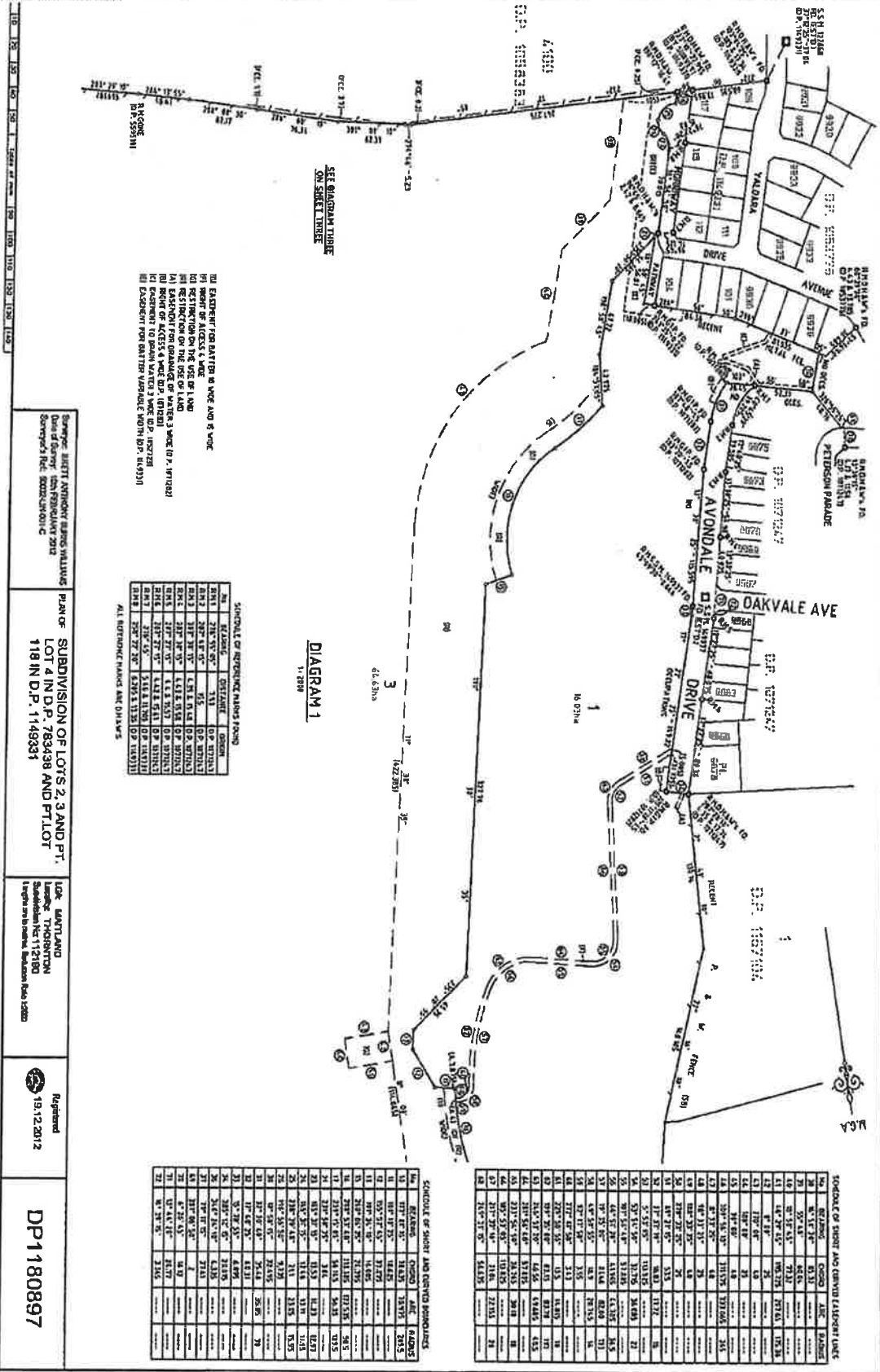
STATEMENT OF SUBST AND CONDO INTERESTS

NO.	BLK.	CONDO	RES.	IND.	AG.	OTHER	BLK.	CONDO	RES.	IND.	AG.	OTHER
1	1	1	1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10	10	10	10	10	10

PLAN FORM 2 (4/01) WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION Sheet 1 of 3 sheets

PLAN FORM 2 (A3)

WARNING: CREAKING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF REQUIREMENTS FOUND

NO.	REMARKS	STATUS
1	W/P	OK
2	W/PA	OK
3	W/PA	OK
4	W/PA	OK
5	W/PA	OK
6	W/PA	OK
7	W/PA	OK
8	W/PA	OK
9	W/PA	OK
10	W/PA	OK
11	W/PA	OK
12	W/PA	OK
13	W/PA	OK
14	W/PA	OK
15	W/PA	OK
16	W/PA	OK
17	W/PA	OK
18	W/PA	OK
19	W/PA	OK
20	W/PA	OK
21	W/PA	OK
22	W/PA	OK
23	W/PA	OK
24	W/PA	OK
25	W/PA	OK
26	W/PA	OK
27	W/PA	OK
28	W/PA	OK
29	W/PA	OK
30	W/PA	OK
31	W/PA	OK
32	W/PA	OK
33	W/PA	OK
34	W/PA	OK
35	W/PA	OK
36	W/PA	OK
37	W/PA	OK
38	W/PA	OK
39	W/PA	OK
40	W/PA	OK
41	W/PA	OK
42	W/PA	OK
43	W/PA	OK
44	W/PA	OK
45	W/PA	OK
46	W/PA	OK
47	W/PA	OK
48	W/PA	OK
49	W/PA	OK
50	W/PA	OK
51	W/PA	OK
52	W/PA	OK
53	W/PA	OK
54	W/PA	OK
55	W/PA	OK
56	W/PA	OK
57	W/PA	OK
58	W/PA	OK
59	W/PA	OK
60	W/PA	OK
61	W/PA	OK
62	W/PA	OK
63	W/PA	OK
64	W/PA	OK
65	W/PA	OK
66	W/PA	OK
67	W/PA	OK
68	W/PA	OK
69	W/PA	OK
70	W/PA	OK
71	W/PA	OK
72	W/PA	OK

SCHEDULE OF SHORT AND CROWN EASEMENTS

NO.	REMARKS	ORIGIN	ACC. EASEMENT
1	W/P	11.07	2015
2	W/PA	11.07	2015
3	W/PA	11.07	2015
4	W/PA	11.07	2015
5	W/PA	11.07	2015
6	W/PA	11.07	2015
7	W/PA	11.07	2015
8	W/PA	11.07	2015
9	W/PA	11.07	2015
10	W/PA	11.07	2015
11	W/PA	11.07	2015
12	W/PA	11.07	2015
13	W/PA	11.07	2015
14	W/PA	11.07	2015
15	W/PA	11.07	2015
16	W/PA	11.07	2015
17	W/PA	11.07	2015
18	W/PA	11.07	2015
19	W/PA	11.07	2015
20	W/PA	11.07	2015
21	W/PA	11.07	2015
22	W/PA	11.07	2015
23	W/PA	11.07	2015
24	W/PA	11.07	2015
25	W/PA	11.07	2015
26	W/PA	11.07	2015
27	W/PA	11.07	2015
28	W/PA	11.07	2015
29	W/PA	11.07	2015
30	W/PA	11.07	2015
31	W/PA	11.07	2015
32	W/PA	11.07	2015
33	W/PA	11.07	2015
34	W/PA	11.07	2015
35	W/PA	11.07	2015
36	W/PA	11.07	2015
37	W/PA	11.07	2015
38	W/PA	11.07	2015
39	W/PA	11.07	2015
40	W/PA	11.07	2015
41	W/PA	11.07	2015
42	W/PA	11.07	2015
43	W/PA	11.07	2015
44	W/PA	11.07	2015
45	W/PA	11.07	2015
46	W/PA	11.07	2015
47	W/PA	11.07	2015
48	W/PA	11.07	2015
49	W/PA	11.07	2015
50	W/PA	11.07	2015
51	W/PA	11.07	2015
52	W/PA	11.07	2015
53	W/PA	11.07	2015
54	W/PA	11.07	2015
55	W/PA	11.07	2015
56	W/PA	11.07	2015
57	W/PA	11.07	2015
58	W/PA	11.07	2015
59	W/PA	11.07	2015
60	W/PA	11.07	2015
61	W/PA	11.07	2015
62	W/PA	11.07	2015
63	W/PA	11.07	2015
64	W/PA	11.07	2015
65	W/PA	11.07	2015
66	W/PA	11.07	2015
67	W/PA	11.07	2015
68	W/PA	11.07	2015
69	W/PA	11.07	2015
70	W/PA	11.07	2015
71	W/PA	11.07	2015
72	W/PA	11.07	2015

Owner: SHEET NUMBER 88888888  
 Date of Survey: 10/10/2010  
 Surveyor's Ref: 88888888

PLAN OF SUBDIVISION OF LOTS 2, 3 AND PT. LOT 4 IN D.P. 783438 AND PLOT 118 IN D.P. 1149331

100% SURVEY AND SUBDIVISION  
 Length: 1700000  
 Subdivision: 112180  
 Length: 2000000, Subdivision: 12000

Registered  
 19.12.2012

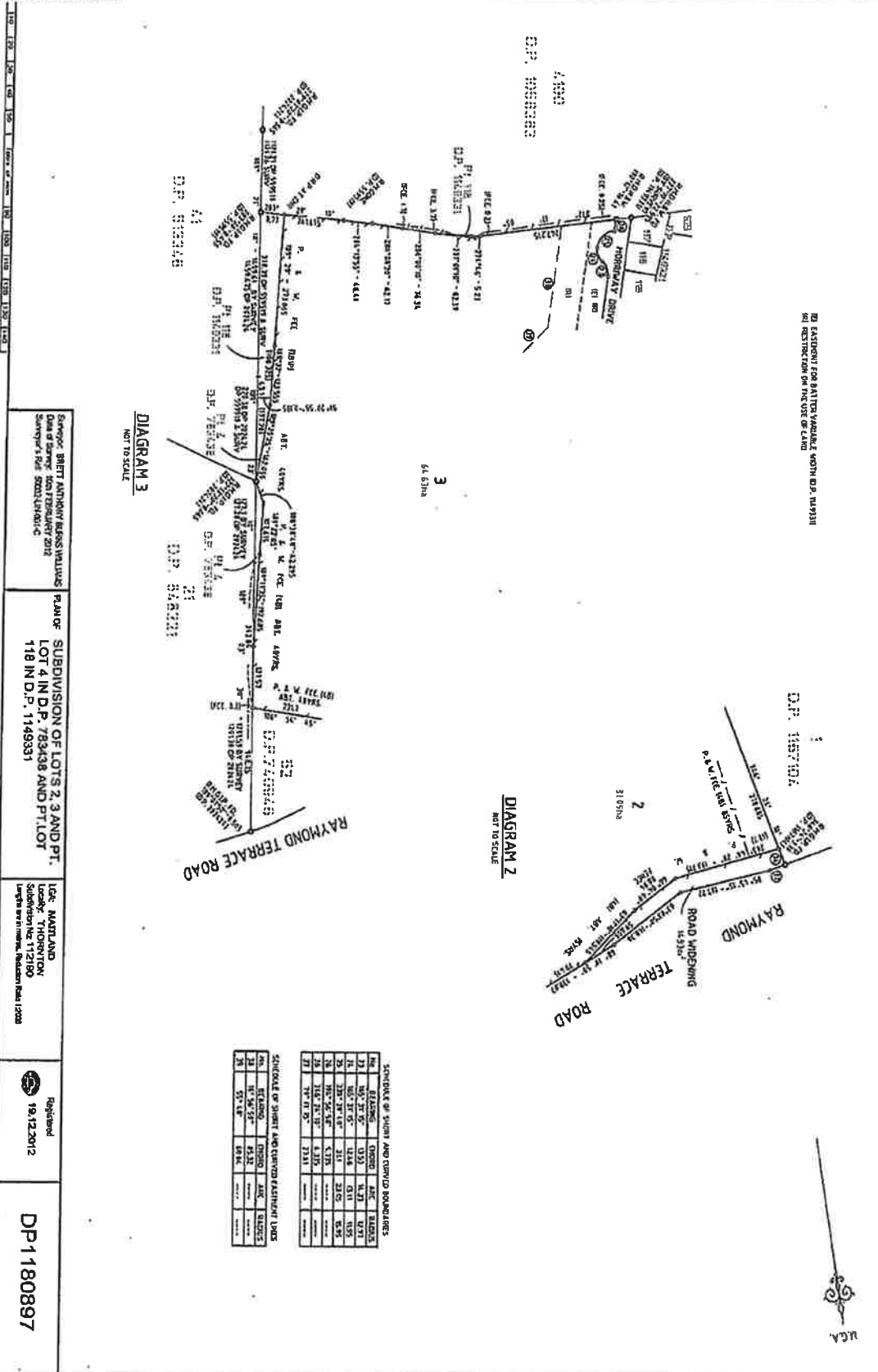
DP1180897

PLAN FORM 2 (A)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

4/11/11

Sheet 3 of 3 sheets



N

SCHEDULE OF SHORT AND CURVED EASEMENT LINES

LINE	CLASSING	ORDER	ARC	START	END
1	100'	1	0.00	0.00	0.00
2	100'	1	0.00	0.00	0.00
3	100'	1	0.00	0.00	0.00
4	100'	1	0.00	0.00	0.00
5	100'	1	0.00	0.00	0.00
6	100'	1	0.00	0.00	0.00
7	100'	1	0.00	0.00	0.00
8	100'	1	0.00	0.00	0.00
9	100'	1	0.00	0.00	0.00
10	100'	1	0.00	0.00	0.00
11	100'	1	0.00	0.00	0.00
12	100'	1	0.00	0.00	0.00
13	100'	1	0.00	0.00	0.00
14	100'	1	0.00	0.00	0.00
15	100'	1	0.00	0.00	0.00
16	100'	1	0.00	0.00	0.00
17	100'	1	0.00	0.00	0.00
18	100'	1	0.00	0.00	0.00
19	100'	1	0.00	0.00	0.00
20	100'	1	0.00	0.00	0.00
21	100'	1	0.00	0.00	0.00
22	100'	1	0.00	0.00	0.00
23	100'	1	0.00	0.00	0.00
24	100'	1	0.00	0.00	0.00
25	100'	1	0.00	0.00	0.00
26	100'	1	0.00	0.00	0.00
27	100'	1	0.00	0.00	0.00
28	100'	1	0.00	0.00	0.00
29	100'	1	0.00	0.00	0.00
30	100'	1	0.00	0.00	0.00
31	100'	1	0.00	0.00	0.00
32	100'	1	0.00	0.00	0.00
33	100'	1	0.00	0.00	0.00
34	100'	1	0.00	0.00	0.00
35	100'	1	0.00	0.00	0.00
36	100'	1	0.00	0.00	0.00
37	100'	1	0.00	0.00	0.00
38	100'	1	0.00	0.00	0.00
39	100'	1	0.00	0.00	0.00
40	100'	1	0.00	0.00	0.00
41	100'	1	0.00	0.00	0.00
42	100'	1	0.00	0.00	0.00
43	100'	1	0.00	0.00	0.00
44	100'	1	0.00	0.00	0.00
45	100'	1	0.00	0.00	0.00
46	100'	1	0.00	0.00	0.00
47	100'	1	0.00	0.00	0.00
48	100'	1	0.00	0.00	0.00
49	100'	1	0.00	0.00	0.00
50	100'	1	0.00	0.00	0.00

George JIBBIT ANTHONY BASS JULLIUS  
 Date of Survey: 18th December 2012  
 Surveyor's Ref: 5200141401-C

PLAN OF SUBDIVISION OF LOTS 2, 3 AND PT. LOT 4 IN D.P. 783438 AND PT. LOT 118 IN D.P. 1149331

LCR: MANTLAND  
 Location: THORNTON  
 Subdivision No: 112190  
 In: 18th December 2012

Registered  
 18/12/2012

DP1180897

PLAN FORM 6

Warning: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet .1. of .2. sheet(s)

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

DP1180897

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

1. EASEMENT FOR BATTER 10 WIDE AND 15 WIDE (D)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND (R)
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND (G)
6. RIGHT OF ACCESS 4 WIDE (F)

Registered:  19.12.2012  
 Title System: TORRENS  
 Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS LOTS 2, 3, & \*4 IN DP 783438 AND \*LOT 118 IN DP 1149331

\* PART

LGA: MAITLAND  
 Locality: THORNTON  
 Parish: ALNWICK  
 County: NORTHUMBERLAND

IT IS INTENDED TO DEDICATE THE WIDENING OF RAYMOND TERRACE ROAD (1483m<sup>2</sup>) TO THE PUBLIC AS PUBLIC ROAD

Survey Certificate

I, BRETT ANTHONY BURNS WILLIAMS  
 of ADW JOHNSON P.O. BOX 3717 TUGGERAH 2259  
 a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on ~~20th August 2012~~ 10th February 2012

The survey relates to LOTS 1 TO 3 INCLUSIVE

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

Signature BAT Williams Dated: 30/7/12  
 Surveyor registered under the Surveying and Spatial Information Act, 2002

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

Plans used in the preparation of survey/compilation

- |            |            |
|------------|------------|
| DP 202424  | DP 1071247 |
| DP 559514  | DP 1071292 |
| DP 740946  | DP 1149331 |
| DP 783438  | DP 1167104 |
| DP 1053776 |            |

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

SURVEYOR'S REFERENCE: 50032-LIN-001-C

Use PLAN FORM 6A for additional certificates, signatures, seals and statements Crown Lands NSW/Western Lands Office Approval

I, ..... In approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown hereon have been given.  
 Signature: .....  
 Date: .....  
 File Number: .....  
 Office: .....

Subdivision Certificate

I certify that the provisions of s.108J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed.

subdivision set out herein (insert 'subdivision' or 'new road')

(Authorised Person/General Manager/Accredited Certifier)  
 Consent Authority Maitland City Council  
 Date of Endorsement 10.10.12  
 Accreditation No. ....  
 Subdivision Certificate No. 112190  
 File No. DA11 2190

\* Delete whichever is inapplicable

\* OFFICE USE ONLY



PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOTS  
2,3 &\*4 IN DP 783438 AND\*LOT  
118 IN DP 1149331

Office Use Only

DP1180897

\*PART

Registered:  19.12.2012

Office Use Only

Subdivision Certificate No 112190

Date of Endorsement: 10.10.2012

EXECUTED BY INVESTA RESIDENTIAL ESTATES  
PTY LTD ACN 054 228 929 in accordance with Section  
127 of the Corporations Act 2001 in the presence of:

Secretary  
Andrew Jason Murray

Director  
Jonathan Callaghan

Signed, sealed and delivered for  
ANZ Fiduciary Services Pty Limited  
ACN 100 709 493 by its Attorney under power  
Of attorney Book 4610 No 551 and the Attorney  
declares that the Attorney has not received any  
notice of the revocation of such Power of Attorney,  
in the presence of:

Signature of Witness

ANTHONY HERDEN  
Name of Witness in full

Signature of Attorney

Michael Dawkins  
Name of Attorney in full

20 MARTIN PL. SYDNEY

Address of Witness

ePlan

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

Lengths are in metres

Page 1 of 6 Pages

Plan: **DP1180897**

Subdivision of Lots 2, 3, and 4 in  
Deposited Plan 783438 and Lot 118 in  
Deposited Plan 1149331 and covered by  
Subdivision Certificate No. 112190

Full name and address of the  
Proprietor of the land

Investa Residential Estates Pty Limited  
GPO Box 4203  
SYDNEY NSW 2001

**PART 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Batter 10 Wide and 15 Wide (D)	2 and 3	1
2	Restriction on the Use of Land	2 and 3	Maitland City Council
3	Restriction on the Use of Land (R)	2 and 3	1
4	Restriction on the Use of Land	Each and Every Lot	Every Other Lot
5	Restriction on the Use of Land (G)	2 and 3	Maitland City Council
6	Right of Access 4 Wide (F)	1	3

  
Authorised Officer of Maitland City Council

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

Lengths are in metres

Page 2 of 6 Pages

Plan: **DP1180897**

Subdivision of Lots 2, 3, and 4 in  
Deposited Plan 783438 and Lot 118 in  
Deposited Plan 1149331 and covered by  
Subdivision Certificate No. 112190

PART 2

1. Terms of Easement for Batter 10 Wide and 15 Wide (D) firstly referred to in the abovementioned plan:

An Easement for Batter within the meaning of Part 6 of Schedule 8 of the Conveyancing Act, 1919, as amended, is created.

2. Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan:

No dwelling shall be erected upon the lot burdened unless:

- i. the works and conditions specified in the approved Development Application No. 11-2190 have been complied with; or
- ii. is approved by Maitland City Council under a separate Development Application.

3. Terms of Restriction on the Use of Land (R) thirdly referred to in the abovementioned plan:

No development on the lot burdened shall be undertaken or permitted to remain within the area marked on the plan as (R) with the exception of driveways.

  
Authorised Officer of Maitland City Council

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

Lengths are in metres

Page 3 of 6 Pages

Plan: **DP1180897**

Subdivision of Lots 2, 3, and 4 in  
Deposited Plan 783438 and Lot 118 in  
Deposited Plan 1149331 and covered by  
Subdivision Certificate No. 112190

PART 2 (cont'd)

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

No fence shall be erected or permitted to remain erected on any burdened lot to divide it from any adjoining land owned by Investa Residential Estates Pty Limited without prior written consent of Investa Residential Estates Pty Limited but such consent shall not be withheld if the fence is erected without expense to Investa Residential Estates Pty Limited provided that this restriction shall remain in force only during such times as Investa Residential Estates Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.

Any fence erected shall be of a type approved by Investa Residential Estates Pty Limited provided that this restriction shall remain in force only during such times as Investa Residential Estates Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.

5. Terms of Restriction on the Use of Land (G) fifthly referred to in the abovementioned plan:

No habitable building on the lot burdened shall be erected or permitted to remain unless that building stands within the area that is designated as (G) on the deposited plan.

No habitable building on the lot burdened shall be erected or permitted to remain unless it has a minimum finished floor level of 4.5 metres Australian Height Datum.

6. Terms of Right of Access (F) sixthly referred to in the abovementioned plan:

A Right of Access within the meaning of Part 14 of Schedule 8 of the Conveyancing Act, 1919, as amended, is created.

  
Authorised Officer of Maitland City Council

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

Lengths are in metres

Page 4 of 6 Pages

Plan: **DP1180897**

Subdivision of Lots 2, 3, and 4 in  
Deposited Plan 783438 and Lot 118 in  
Deposited Plan 1149331 and covered by  
Subdivision Certificate No. 112190

---

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE  
EASEMENT FIRSTLY AND RESTRICTIONS SECONDLY AND FIFTHLY REFERRED TO IN  
THE ABOVEMENTIONED PLAN IS MAITLAND CITY COUNCIL

---

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE  
EASEMENT SIXTHY REFERRED TO IN THE ABOVE PLAN (PROVIDED ALWAYS THAT A  
RIGHT OF ACCESS FOR LOT 3 IS MAINTAINED) IS THE REGISTERED PROPRIETOR OF  
LOT 1

---

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE  
RESTRICTIONS FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS INVESTA  
RESIDENTIAL ESTATES PTY LIMITED

---

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE  
RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Investa Residential Estates Pty Limited for such period as it is the registered proprietor of any land  
in the plan or for the period of ten (10) years from the date of registration of the plan whichever is  
the earlier, and thereafter the person and/or persons shall be the registered proprietors of the lot  
having the burden.

---

Sighted on behalf of the Council  
of the City of Maitland

)  
.....  
Authorised Person

.....  
Authorised Officer of Maitland City Council

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*J. Murray*

*[Signature]*

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

Lengths are in metres

Page 5 of 6 Pages

Plan: **DP1180897**

Subdivision of Lots 2, 3, and 4 in  
Deposited Plan 783438 and Lot 118 in  
Deposited Plan 1149331 and covered by  
Subdivision Certificate No. 112190

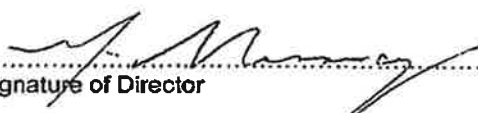
**Executed by INVESTA RESIDENTIAL ESTATES PTY LIMITED**  
**ACN: 054 228 929** In accordance with Section 127  
of the Corporations Act 2001 in the presence of:



.....  
Signature of Director

Jonathan Callaghan

.....  
Name of Director (block letters)

  
.....  
Signature of Director

Andrew Jason Murray

.....  
Name of Director \ Secretary (block letters) 2/11/12

  
.....  
Authorised Officer of Maitland City Council

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

Lengths are in metres

Page 6 of 6 Pages

Plan: **DP1180897**

Subdivision of Lots 2, 3, and 4 in  
Deposited Plan 783438 and Lot 118 in  
Deposited Plan 1149331 and covered by  
Subdivision Certificate No. 112190

Signed, sealed and delivered for ANZ Fiduciary Services Pty Limited  
ACN 100 709 493 by its Attorney under power of attorney Book 4610  
No 551 and the Attorney declares that the Attorney has not received  
any notice of the revocation of such Power of Attorney, in the presence of:


.....  
**Signature of Attorney**  
Michael Dawkins

.....  
Name of Attorney in full (block letters)

.....  
**Signature of Witness**

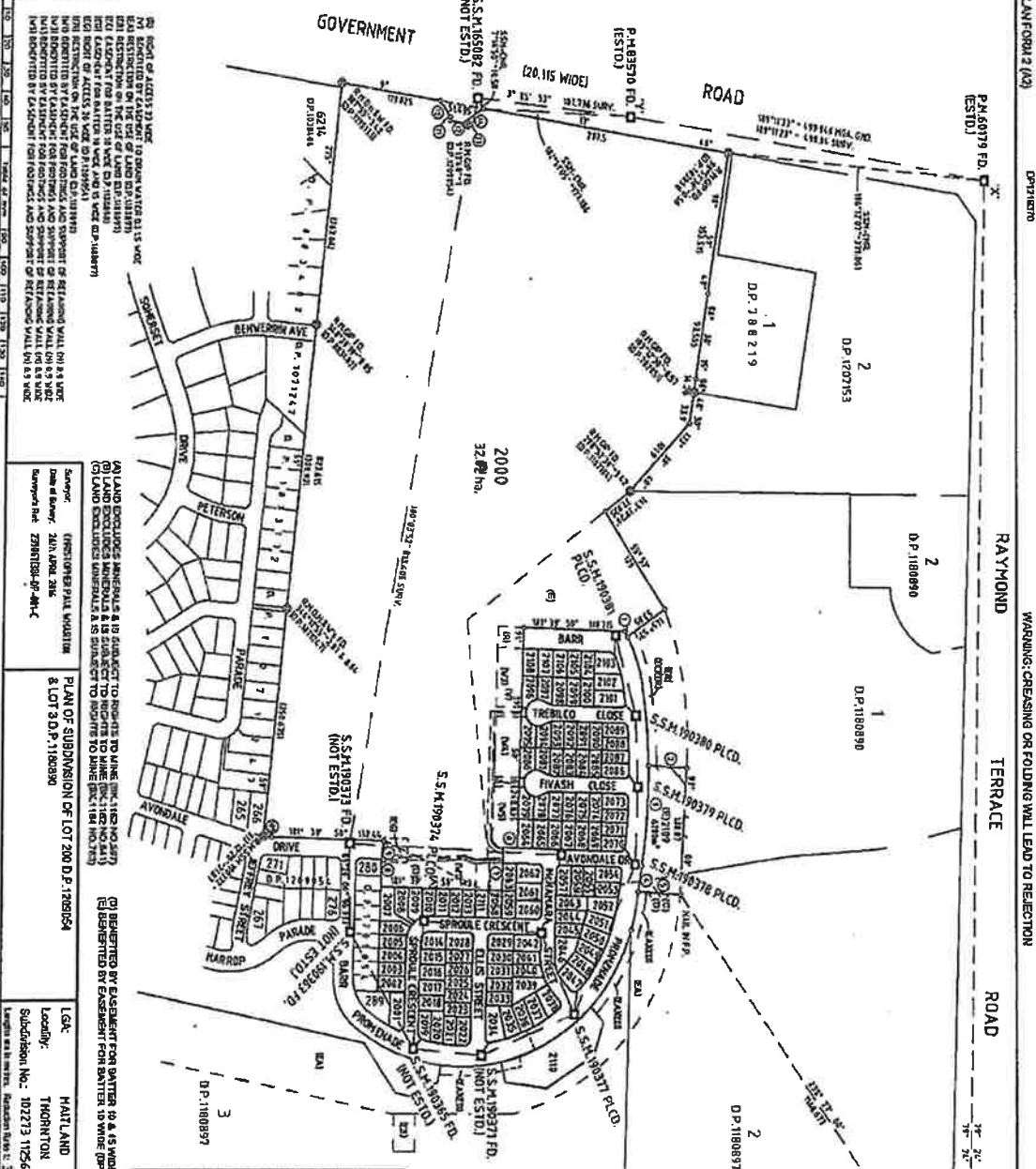
.....  
ANTHONY HERDEN  
Name of Witness in full (block letters)

.....  
20, MARTIN PL, SYDNEY  
Address of Witness

.....  
  
Authorised Officer of Maitland City Council

S:\50032\DRAWINGS\Inenst\50032-001-88B-C.docx

REGISTERED  19.12.2012



**CLUSTER SUBDIVISION LAND EASEMENT ORDER, PLAT NUMBER, AND SPECIAL DESIGNATION**

PLAT	EXISTING	NEW/CO-OWNERSHIP	CLASS	ORDER	SETBACK	DESCR
PL 1007	487.50	487.50	A	1	50.00	CLUST
PL 1008	487.50	487.50	A	2	50.00	CLUST
PL 1009	487.50	487.50	A	3	50.00	CLUST
PL 1010	487.50	487.50	A	4	50.00	CLUST
PL 1011	487.50	487.50	A	5	50.00	CLUST
PL 1012	487.50	487.50	A	6	50.00	CLUST
PL 1013	487.50	487.50	A	7	50.00	CLUST
PL 1014	487.50	487.50	A	8	50.00	CLUST
PL 1015	487.50	487.50	A	9	50.00	CLUST
PL 1016	487.50	487.50	A	10	50.00	CLUST
PL 1017	487.50	487.50	A	11	50.00	CLUST
PL 1018	487.50	487.50	A	12	50.00	CLUST
PL 1019	487.50	487.50	A	13	50.00	CLUST
PL 1020	487.50	487.50	A	14	50.00	CLUST
PL 1021	487.50	487.50	A	15	50.00	CLUST
PL 1022	487.50	487.50	A	16	50.00	CLUST
PL 1023	487.50	487.50	A	17	50.00	CLUST
PL 1024	487.50	487.50	A	18	50.00	CLUST
PL 1025	487.50	487.50	A	19	50.00	CLUST
PL 1026	487.50	487.50	A	20	50.00	CLUST
PL 1027	487.50	487.50	A	21	50.00	CLUST
PL 1028	487.50	487.50	A	22	50.00	CLUST
PL 1029	487.50	487.50	A	23	50.00	CLUST
PL 1030	487.50	487.50	A	24	50.00	CLUST
PL 1031	487.50	487.50	A	25	50.00	CLUST
PL 1032	487.50	487.50	A	26	50.00	CLUST
PL 1033	487.50	487.50	A	27	50.00	CLUST
PL 1034	487.50	487.50	A	28	50.00	CLUST
PL 1035	487.50	487.50	A	29	50.00	CLUST
PL 1036	487.50	487.50	A	30	50.00	CLUST
PL 1037	487.50	487.50	A	31	50.00	CLUST
PL 1038	487.50	487.50	A	32	50.00	CLUST
PL 1039	487.50	487.50	A	33	50.00	CLUST
PL 1040	487.50	487.50	A	34	50.00	CLUST
PL 1041	487.50	487.50	A	35	50.00	CLUST
PL 1042	487.50	487.50	A	36	50.00	CLUST
PL 1043	487.50	487.50	A	37	50.00	CLUST
PL 1044	487.50	487.50	A	38	50.00	CLUST
PL 1045	487.50	487.50	A	39	50.00	CLUST
PL 1046	487.50	487.50	A	40	50.00	CLUST
PL 1047	487.50	487.50	A	41	50.00	CLUST
PL 1048	487.50	487.50	A	42	50.00	CLUST
PL 1049	487.50	487.50	A	43	50.00	CLUST
PL 1050	487.50	487.50	A	44	50.00	CLUST
PL 1051	487.50	487.50	A	45	50.00	CLUST
PL 1052	487.50	487.50	A	46	50.00	CLUST
PL 1053	487.50	487.50	A	47	50.00	CLUST
PL 1054	487.50	487.50	A	48	50.00	CLUST
PL 1055	487.50	487.50	A	49	50.00	CLUST
PL 1056	487.50	487.50	A	50	50.00	CLUST

**CLUST** (CLUSTERS) **CLUST** (CLUSTERS) **CLUST** (CLUSTERS) **CLUST** (CLUSTERS) **CLUST** (CLUSTERS) **CLUST** (CLUSTERS) **CLUST** (CLUSTERS) **CLUST** (CLUSTERS) **CLUST** (CLUSTERS) **CLUST** (CLUSTERS)

**PLAN OF SUBDIVISION OF LOT 200 D.P. 118054**

Scale: 1" = 100'

Survey: 2016-09-28

Subdivision No: 102273 112545

Subdivision Name: HAITLAND

Location: THORNTON

City: THORNTON

County: HAITLAND

Registered: 2016

DP1219370

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Ref:NPS:705615 /Str:M

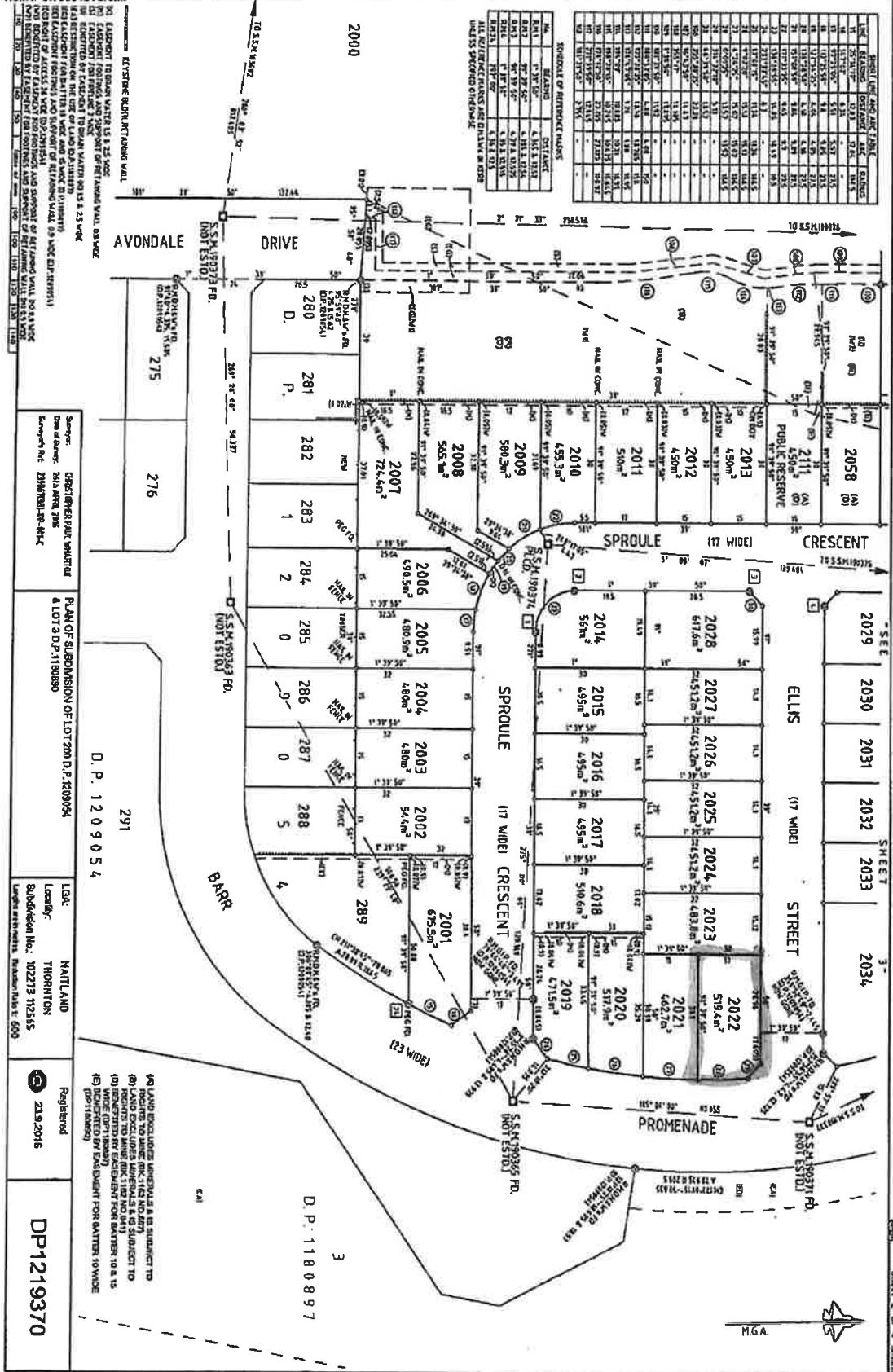
PLAN FORM 2 (A2)

OPENWORK

WARNINGS CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET

Sheet 2 of 4 sheets



STANDARD OF REFERENCE TABLE

NO.	DESCRIPTION	DATE	BY	FOR
1	PRELIMINARY PLAN	10/15/15	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...
11	...	...	...	...
12	...	...	...	...
13	...	...	...	...
14	...	...	...	...
15	...	...	...	...
16	...	...	...	...
17	...	...	...	...
18	...	...	...	...
19	...	...	...	...
20	...	...	...	...
21	...	...	...	...
22	...	...	...	...
23	...	...	...	...
24	...	...	...	...
25	...	...	...	...
26	...	...	...	...
27	...	...	...	...
28	...	...	...	...
29	...	...	...	...
30	...	...	...	...

PLAN OF SUBDIVISION OF LOT 200 D.P. 1209054  
 4 LOT 3 D.P. 1180890

DATE: 28th APRIL 2016  
 DRAWN BY: 2808781-DP-MHC

LOC: MANTLAND  
 THORNTON  
 1022713 705615

Registered  
 23.9.2016

DP1219370

NO LAND EXCLUDED UNDER THE ACT IS SUBJECT TO  
 (A) LAND EXCLUDED UNDER THE ACT IS SUBJECT TO  
 (B) LAND EXCLUDED UNDER THE ACT IS SUBJECT TO  
 (C) LAND EXCLUDED UNDER THE ACT IS SUBJECT TO  
 (D) LAND EXCLUDED UNDER THE ACT IS SUBJECT TO  
 (E) LAND EXCLUDED UNDER THE ACT IS SUBJECT TO  
 (F) LAND EXCLUDED UNDER THE ACT IS SUBJECT TO  
 (G) LAND EXCLUDED UNDER THE ACT IS SUBJECT TO  
 (H) LAND EXCLUDED UNDER THE ACT IS SUBJECT TO  
 (I) LAND EXCLUDED UNDER THE ACT IS SUBJECT TO  
 (J) LAND EXCLUDED UNDER THE ACT IS SUBJECT TO



PLATFORM 2 (A2)

DP1219370

WARNING:CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 4 sheets

NO.	DESCRIPTION	DATE	BY	REVISION
1	PREPARED BY	2016/09/28	JM	01
2	REVISION	2016/09/28	JM	01
3	REVISION	2016/09/28	JM	01
4	REVISION	2016/09/28	JM	01
5	REVISION	2016/09/28	JM	01
6	REVISION	2016/09/28	JM	01
7	REVISION	2016/09/28	JM	01
8	REVISION	2016/09/28	JM	01
9	REVISION	2016/09/28	JM	01
10	REVISION	2016/09/28	JM	01
11	REVISION	2016/09/28	JM	01
12	REVISION	2016/09/28	JM	01
13	REVISION	2016/09/28	JM	01
14	REVISION	2016/09/28	JM	01
15	REVISION	2016/09/28	JM	01
16	REVISION	2016/09/28	JM	01
17	REVISION	2016/09/28	JM	01
18	REVISION	2016/09/28	JM	01
19	REVISION	2016/09/28	JM	01
20	REVISION	2016/09/28	JM	01
21	REVISION	2016/09/28	JM	01
22	REVISION	2016/09/28	JM	01
23	REVISION	2016/09/28	JM	01
24	REVISION	2016/09/28	JM	01
25	REVISION	2016/09/28	JM	01
26	REVISION	2016/09/28	JM	01
27	REVISION	2016/09/28	JM	01
28	REVISION	2016/09/28	JM	01
29	REVISION	2016/09/28	JM	01
30	REVISION	2016/09/28	JM	01
31	REVISION	2016/09/28	JM	01
32	REVISION	2016/09/28	JM	01
33	REVISION	2016/09/28	JM	01
34	REVISION	2016/09/28	JM	01
35	REVISION	2016/09/28	JM	01
36	REVISION	2016/09/28	JM	01
37	REVISION	2016/09/28	JM	01
38	REVISION	2016/09/28	JM	01
39	REVISION	2016/09/28	JM	01
40	REVISION	2016/09/28	JM	01
41	REVISION	2016/09/28	JM	01
42	REVISION	2016/09/28	JM	01
43	REVISION	2016/09/28	JM	01
44	REVISION	2016/09/28	JM	01
45	REVISION	2016/09/28	JM	01
46	REVISION	2016/09/28	JM	01
47	REVISION	2016/09/28	JM	01
48	REVISION	2016/09/28	JM	01
49	REVISION	2016/09/28	JM	01
50	REVISION	2016/09/28	JM	01
51	REVISION	2016/09/28	JM	01
52	REVISION	2016/09/28	JM	01
53	REVISION	2016/09/28	JM	01
54	REVISION	2016/09/28	JM	01
55	REVISION	2016/09/28	JM	01
56	REVISION	2016/09/28	JM	01
57	REVISION	2016/09/28	JM	01
58	REVISION	2016/09/28	JM	01
59	REVISION	2016/09/28	JM	01
60	REVISION	2016/09/28	JM	01

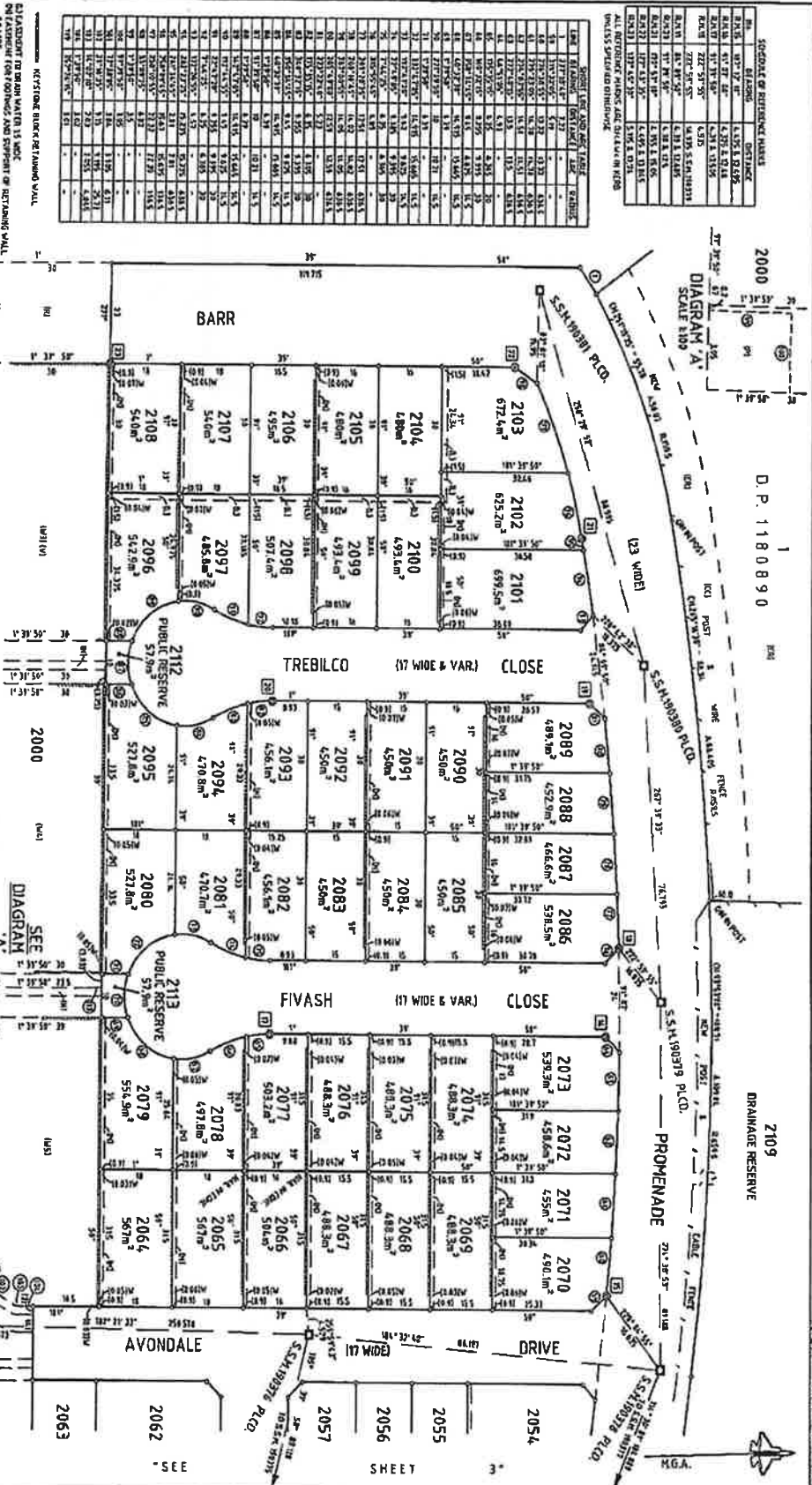
**NOTED** - REFER TO THE PLATFORM 2 (A2) FOR THE DETAILED SURVEY INFORMATION AND THE LOCATION OF THE PROPERTY BOUNDARIES. THE PLATFORM 2 (A2) IS THE AUTHORITY FOR THE LOCATION OF THE PROPERTY BOUNDARIES AND THE LOCATION OF THE PROPERTY BOUNDARIES.

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**OWNER'S FILE NUMBER**  
Date of Survey: 28th April 2016  
Surveyor's File: 239671201-DR-464-C

**PLAN OF SUBDIVISION OF LOT 280 D.P. 1219370**

**LOCALITY:** HAMILTON THORNTON

**REGION:** 23.2.2016

**DP1219370**

DEPOSITED PLAN ADMINISTRATION SHEET		SHEET 1 OF 7 SHEET(S)
<p>Registered:  23.9.2016 <span style="float: right;">Office Use Only</span></p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	DP1219370	
<p>PLAN OF SUBDIVISION OF LOT 200 D.P.1209054 &amp; LOT 3 D.P.1180890</p>	<p>LGA: MAITLAND</p> <p>Locality: THORNTON</p> <p>Parish: ALNWICK</p> <p>County: NORTHUMBERLAND</p>	
<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, CHRISTOPHER PAUL WHARTON of ADW JOHNSON PTY LIMITED 7/335 HILLSBOROUGH ROAD, WARNERS BAY, NSW 2282 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><sup>*</sup>(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 26th APRIL 2016.</p> <p><del><sup>*</sup>(b) The part of the land shown in the plan ("being" excluding ..... ) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation.</del></p> <p><del><sup>*</sup>(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</del></p> <p>Signature:  Dated: 12/7/2016</p> <p>Surveyor ID: 8235</p> <p>Datum Line: 'X'-'Y'</p> <p>Type: <del>Urban/Rural-</del></p> <p>The terrain is <del>'Level-Undulating / 'Steep-Mountainous-</del></p> <p><sup>*</sup>Strike through if inapplicable.</p> <p><sup>^</sup>Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I, <u>David Smm</u> .....  <sup>*</sup>Authorised Person/<sup>^</sup>General Manager/<sup>^</sup>Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number: .....</p> <p>Consent Authority: <u>Maitland City Council</u></p> <p>Date of endorsement: <u>14.7.16</u></p> <p>Subdivision Certificate number: <u>102273 112565</u></p> <p>File number: <u>DA10 2273 DA11 2565</u></p> <p><sup>*</sup>Strike through if inapplicable.</p>	<p>Plans used in the preparation of this survey / compilation-</p> <p>D.P.702851</p> <p>D.P.1167104</p> <p>D.P.1149331</p> <p>D.P.1180890</p> <p>D.P.1180897</p> <p>D.P.1195133</p> <p>D.P.1209054</p> <p style="text-align: center; font-size: small;">If space insufficient continue on PLAN FORM 6A</p>	
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves, acquire / resume land.</p> <p>IT IS INTENDED TO DEDICATE TREBILCO CLOSE, FIVASH CLOSE, McNAMARA STREET, SPROULE CRESCENT, ELLIS STREET AND THE EXTENSION OF AVONDALE DRIVE &amp; BARR PROMENADE TO THE PUBLIC AS PUBLIC ROAD.</p> <p>IT IS INTENDED TO DEDICATE LOT 2109 &amp; 2110 TO THE PUBLIC AS DRAINAGE RESERVE.</p> <p>IT IS INTENDED TO DEDICATE LOT 2111, 2112 &amp; 2113 TO THE PUBLIC AS PUBLIC RESERVE.</p>	<p>Signatures, Seals and Section 86B Statements should appear on PLAN FORM 6A</p>	
<p>Signatures, Seals and Section 86B Statements should appear on PLAN FORM 6A</p>		<p>Surveyor's Reference: 239067(3B)-DP-001-C</p>

DEPOSITED PLAN-ADMINISTRATION SHEET

SHEET 2 OF 7 SHEET(S)

Registered:  23.9.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 200 D.P.1209054  
& LOT 3 D.P.1180890

DP1219370

Subdivision Certificate No: .....102273...112565  
Date of Endorsement: .....14.7.16.....

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

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

- CREATE:-
1. EASEMENT TO DRAIN WATER 1.5 & 2.5 WIDE (K)
  2. EASEMENT TO DRAIN WATER 1.5 WIDE (L)
  3. EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.9 WIDE (M)
  4. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (N)
  5. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.05 WIDE (P)
  6. RIGHT OF CARRIAGEWAY 4 WIDE (Q)
  7. RIGHT OF ACCESS 23 WIDE (R)
  8. EASEMENT FOR PIPELINE 2 WIDE (S)
  9. RESTRICTION ON THE USE OF LAND

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
2001	21	BARR	PROMENADE	THORNTON
2002	3	SPROULE	CRESCENT	THORNTON
2003	5	SPROULE	CRESCENT	THORNTON
2004	7	SPROULE	CRESCENT	THORNTON
2005	9	SPROULE	CRESCENT	THORNTON
2006	11	SPROULE	CRESCENT	THORNTON
2007	13	SPROULE	CRESCENT	THORNTON
2008	15	SPROULE	CRESCENT	THORNTON
2009	17	SPROULE	CRESCENT	THORNTON
2010	19	SPROULE	CRESCENT	THORNTON
2011	21	SPROULE	CRESCENT	THORNTON
2012	23	SPROULE	CRESCENT	THORNTON
2013	25	SPROULE	CRESCENT	THORNTON
2014	12	SPROULE	CRESCENT	THORNTON
2015	10	SPROULE	CRESCENT	THORNTON
2016	8	SPROULE	CRESCENT	THORNTON
2017	6	SPROULE	CRESCENT	THORNTON
2018	4	SPROULE	CRESCENT	THORNTON
2019	23	BARR	PROMENADE	THORNTON
2020	25	BARR	PROMENADE	THORNTON
2021	27	BARR	PROMENADE	THORNTON
2022	29	BARR	PROMENADE	THORNTON

If space insufficient use additional annexure sheet

Surveyor's Reference: 239067(38)-DP-001-C

**DEPOSITED PLAN ADMINISTRATION SHEET**

SHEET 3 OF 7 SHEET(S)

Registered:  23.9.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 200 D.P.1209054  
 & LOT 3 D.P.1180890

**DP1219370**

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

Subdivision Certificate No: ... 102273 112565  
 Date of Endorsement: ... 14.7.16

**CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012**

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
2023	3	ELLIS	STREET	THORNTON
2024	5	ELLIS	STREET	THORNTON
2025	7	ELLIS	STREET	THORNTON
2026	9	ELLIS	STREET	THORNTON
2027	11	ELLIS	STREET	THORNTON
2028	13	ELLIS	STREET	THORNTON
2029	12	ELLIS	STREET	THORNTON
2030	10	ELLIS	STREET	THORNTON
2031	8	ELLIS	STREET	THORNTON
2032	6	ELLIS	STREET	THORNTON
2033	4	ELLIS	STREET	THORNTON
2034	31	BARR	PROMENADE	THORNTON
2035	33	BARR	PROMENADE	THORNTON
2036	35	BARR	PROMENADE	THORNTON
2037	37	BARR	PROMENADE	THORNTON
2038	39	BARR	PROMENADE	THORNTON
2039	3	McNAMARA	STREET	THORNTON
2040	5	McNAMARA	STREET	THORNTON
2041	7	McNAMARA	STREET	THORNTON
2042	9	McNAMARA	STREET	THORNTON
2043	10	McNAMARA	STREET	THORNTON
2044	8	McNAMARA	STREET	THORNTON
2045	6	McNAMARA	STREET	THORNTON
2046	4	McNAMARA	STREET	THORNTON
2047	41	BARR	PROMENADE	THORNTON
2048	43	BARR	PROMENADE	THORNTON
2049	45	BARR	PROMENADE	THORNTON
2050	47	BARR	PROMENADE	THORNTON
2051	49	BARR	PROMENADE	THORNTON
2052	51	BARR	PROMENADE	THORNTON
2053	53	BARR	PROMENADE	THORNTON
2054	55	BARR	PROMENADE	THORNTON
2055	75	AVONDALE	DRIVE	THORNTON
2056	73	AVONDALE	DRIVE	THORNTON
2057	71	AVONDALE	DRIVE	THORNTON

If space insufficient use additional annexure sheet

Surveyor's Reference: 239067(3B)-DP-001-C

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 4 OF 7 SHEET(S)

Registered:  23.9.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 200 D.P.1209054  
 & LOT 3 D.P.1180890

DP1219370

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

- A schedule of lots and addresses - See 60(e) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 86B *Conveyancing Act 1918*
- Signatures and seals - see 185D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: .....102273 112565.....

Date of Endorsement: .....14.7.16.....

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012


LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
2058	27	SPROULE	CRESCENT	THORNTON
2059	29	SPROULE	CRESCENT	THORNTON
2060	11	McNAMARA	STREET	THORNTON
2081	13	McNAMARA	STREET	THORNTON
2082	15	McNAMARA	STREET	THORNTON
2083	67	AVONDALE	DRIVE	THORNTON
2084	76	AVONDALE	DRIVE	THORNTON
2085	78	AVONDALE	DRIVE	THORNTON
2086	80	AVONDALE	DRIVE	THORNTON
2087	82	AVONDALE	DRIVE	THORNTON
2088	84	AVONDALE	DRIVE	THORNTON
2089	86	AVONDALE	DRIVE	THORNTON
2070	57	BARR	PROMENADE	THORNTON
2071	59	BARR	PROMENADE	THORNTON
2072	61	BARR	PROMENADE	THORNTON
2073	63	BARR	PROMENADE	THORNTON
2074	3	FIVASH	CLOSE	THORNTON
2075	5	FIVASH	CLOSE	THORNTON
2076	7	FIVASH	CLOSE	THORNTON
2077	9	FIVASH	CLOSE	THORNTON
2078	11	FIVASH	CLOSE	THORNTON
2079	13	FIVASH	CLOSE	THORNTON
2080	14	FIVASH	CLOSE	THORNTON
2081	12	FIVASH	CLOSE	THORNTON
2082	10	FIVASH	CLOSE	THORNTON
2083	8	FIVASH	CLOSE	THORNTON
2084	6	FIVASH	CLOSE	THORNTON
2085	4	FIVASH	CLOSE	THORNTON
2086	65	BARR	PROMENADE	THORNTON
2087	67	BARR	PROMENADE	THORNTON
2088	69	BARR	PROMENADE	THORNTON
2089	71	BARR	PROMENADE	THORNTON
2090	3	TREBILCO	CLOSE	THORNTON
2091	5	TREBILCO	CLOSE	THORNTON
2092	7	TREBILCO	CLOSE	THORNTON

If space is sufficient use additional annexure sheet

Surveyor's Reference: 239067(3B)-DP-001-C

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 5 OF 7 SHEET(S)

Registered:  23.9.2016 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 200 D.P.1209054  
& LOT 3 D.P.1180890

DP1219370

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

Subdivision Certificate No: ...102273...112565  
 Date of Endorsement: .....14.7.16.....

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012



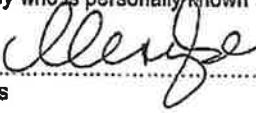
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
2093	9	TREBILCO	CLOSE	THORNTON
2094	11	TREBILCO	CLOSE	THORNTON
2095	13	TREBILCO	CLOSE	THORNTON
2096	12	TREBILCO	CLOSE	THORNTON
2097	10	TREBILCO	CLOSE	THORNTON
2098	8	TREBILCO	CLOSE	THORNTON
2099	6	TREBILCO	CLOSE	THORNTON
2100	4	TREBILCO	CLOSE	THORNTON
2101	73	BARR	PROMENADE	THORNTON
2102	75	BARR	PROMENADE	THORNTON
2103	77	BARR	PROMENADE	THORNTON
2104	79	BARR	PROMENADE	THORNTON
2105	81	BARR	PROMENADE	THORNTON
2106	83	BARR	PROMENADE	THORNTON
2107	85	BARR	PROMENADE	THORNTON
2108	87	BARR	PROMENADE	THORNTON

If space insufficient use additional annexure sheet

Surveyor's Reference: 239067(3B)-DP-001-C



WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		SHEET 6 OF 7 SHEET(S)
<p>Registered:  23.9.2016</p> <p>PLAN OF SUBDIVISION OF LOT 200 D.P.1209054 &amp; LOT 3 D.P.1180890</p> <p>Subdivision Certificate No: <u>102273 112505</u> Date of Endorsement: <u>14-7-16</u></p>	<p>Office Use Only</p> <h2 style="margin: 0;">DP1219370</h2>	<p>Office Use Only</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p style="text-align: center;">HUNTER WATER CORPORATION by its attorney</p> <p style="text-align: center;"><b>PETER JAMES KEMBLEY</b> Pursuant to Power of Attorney Book <del>4415</del> No. <u>750</u></p> <p style="text-align: center;"></p> <p style="text-align: center;">Signed in my presence by its Attorney who is personally known to me.</p> <p style="text-align: center;"></p> <p style="text-align: center;">Witness</p> <p style="text-align: center;"><u>CHERYL FURE</u> Name of Witness</p> <p style="text-align: center;"><u>3rd Honey suckle Drive</u> <u>NEWCASTLE NSW 2300</u></p> <p style="text-align: center;">Address of Witness</p>		
<p>If space insufficient use additional annexure sheet</p>		
<p>Surveyor's Reference: 239067(3B)-DP-001-C</p>		

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 7 OF 7 SHEET(S)

Registered:  23.9.2016 Office Use Only

Office Use Only


PLAN OF SUBDIVISION OF LOT 200 D.P.1209054  
& LOT 3 D.P.1180890


DP1219370

Subdivision Certificate No: .102273...112565...  
Date of Endorsement: .....14.7.16.....

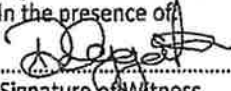
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 80(c) SSI Regulation 2012
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
  - Signatures and seals- see 195D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


EXECUTED for and on behalf of )  
 AUSGRID by )  
 Michael McHugh )  
 Its duly constituted Attorney pursuant to )  
 Power of Attorney registered Book 4693 )  
 No.331 who declares that he/she has not )  
 received any notice of revocation of )  
 same, in the presence of: )

  
 .....  
 Attorney

  
 .....  
 Witness (sign)  
 Lisa Jane Anderson  
 Name of Witness (please print)  
 570 George Street, SYDNEY NSW 2000.  
 Address of Witness

SIGNED by Martin Coates  
 as a Tier 1 attorney for Defence Housing Australia  
 ABN 72 968 504 934 under Power of Attorney  
 registered Book 4349 No 460  
 in the presence of

  
 Signature of Witness

  
 By executing this agreement the  
 attorney states that the attorney is  
 authorised to act under the Power  
 of Attorney

Ily DelGigante  
 Name of witness (Block Letters)

52/450 Fitzroy street Camington  
 Address of witness NSW 2294.

If space insufficient use additional annexure sheet

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

Lengths are in metres

(Sheet 1 of 12 sheets)

Plan:

**DP1219370**

Plan of Subdivision of Lot 200 DP 1209054  
 & Lot 3 DP 1180890 covered by  
 Subdivision Certificate No. 102273 112565

Full name and address of  
 the owner of the land:

Defence Housing Australia  
 ABN 72 968 504 934  
 26 Brisbane Avenue, BARTON ACT 2601

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 & 2.5 wide (K)	2007 2060 2061 2063	2008 2061, 2063 and part 2000 designated (U) 2063 and part 2000 designated (U) part 2000 designated (U)
2	Easement to Drain Water 1.5 wide (L)	2096 2097 2098 2099  2100 2102  2103	part 2000 designated (V) 2096 and part 2000 designated (V) 2096, 2097 and part 2000 designated (V) 2096 to 2098 incl. and part 2000 designated (V) 2096 to 2099 incl. and part 2000 designated (V) 2096 to 2100 incl. and part 2000 designated (V) 2096 to 2100 incl., 2102 and part 2000 designated (V)
3	Easement for Footings and Support of Retaining Wall 0.9 wide (M)	2001 2007 2008 2009 2010 2011 2012 2013 2019 2020 2035 2036 2037 2038 2052 2053 2054 2058 2059	2002 Part 2000 designated (W1) Part 2000 designated (W1) Part 2000 designated (W1) Part 2000 designated (W1) Part 2000 designated (W1) Part 2000 designated (W1) Part 2000 designated (W1) 2018 2018 2033 2039 2039 2055 2055 2055 Part 2000 designated (W2) 2063

*M.R.*

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

Lengths are in metres

(Sheet 2 of 12 sheets)

Plan:

**DP1219370**

Plan of Subdivision of Lot 200 DP 1209054  
 & Lot 3 DP 1180890 covered by  
 Subdivision Certificate No. 102273 112565

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
		2061 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2082 2084 2086 2087 2088 2089 2091 2093 2095 2096 2097 2099 2101 2102 2105 2107 2108	2062, 2063 Part 2000 designated (W5) 2064 2065 2066 2067 2068 2069 2069 2069 2074 2074 2075 2076 2077 2078 2079 Part 2000 designated (W5) Part 2000 designated (W4) 2081 2083 2085 2085 2090 2090 2092 2094 Part 2000 designated (W4) Part 2000 designated (W3) 2096 2098 2100 2100 2106 2108 Part 2000 designated (W3)
4	Easement for Electricity & Other Purposes 2 wide (N)	2000	Ausgrid ABN 67 505 337 385
5	Easement for Electricity & Other Purposes 3.05 wide (P)	2000	Ausgrid ABN 67 505 337 385

*[Handwritten Signature]* MC

Lengths are in metres

(Sheet 3 of 12 sheets)

Plan:

**DP1219370**

Plan of Subdivision of Lot 200 DP 1209054  
 & Lot 3 DP 1180890 covered by  
 Subdivision Certificate No. 102273 112565

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
6	Right of Carriageway 4 wide (Q)	2000	Ausgrid ABN 67 505 337 385
7	Right of Access 23 wide (R)	2000	Maitland City Council
8	Easement for Pipeline 2 wide (S)	2000	Hunter Water Corporation ABN 46 228 513 446
9	Restriction on the Use of Land	Lots 2001 to 2108 inclusive	Defence Housing Australia ABN 72 968 504 934

**Part 2 (Terms)**

1. Terms of Easement to Drain Water 1.5 & 2.5 wide (K) numbered 1 & 1.5 wide (L) numbered 2 in the plan.

An Easement to Drain Water in terms set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 as amended, is created.

2. Terms of Easement for Footings and Support of Retaining Wall 0.9 wide (M) numbered 3 in the plan.

2.1 In this Easement, the following terms mean:

**Footings** means the footings of the Retaining Wall

**Retaining Wall** means the retaining wall located on the Lots Benefited.

M.C.

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

Lengths are in metres

(Sheet 4 of 12 sheets)

Plan:

**DP1219370**

Plan of Subdivision of Lot 200 DP 1209054  
& Lot 3 DP 1180890 covered by  
Subdivision Certificate No. 102273 112565

**2.2 The owner of Lot Benefited:**

- (a) may insist that the Footings that are located within the Easement Site on the Lot Burdened remain;
- (b) must keep the Footings in good repair and safe condition; and
- (c) may do anything reasonably necessary for that purpose including:
  - (i) entering the Lot Burdened;
  - (ii) taking anything onto the Lot Burdened; and
  - (iii) carrying out work.

**2.3 The Owner of the Lot Burdened grants to the Owner of the Lot Benefited a right of support over that part of the Lot Burdened containing the Easement Site for the purpose of supporting the Retaining Wall.**

**2.4 The Owner of the Lot Burdened must:**

- (a) not do anything which will detract from the support of the Retaining Wall; and
- (b) allow the Grantee to enter that part of the Lot Burdened as is reasonably required and to remain there for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Retaining Wall and the Lot Benefited is maintained.

**2.5 The Owner of the Lot Benefited:**

- (a) must keep the Retaining Wall in good repair and safe condition; and
- (b) may do anything reasonably necessary for that purpose including:
  - (i) entering the Lot Burdened;
  - (ii) taking anything onto the Lot Burdened; and
  - (iii) carrying out work

**2.6 The Owner of the Lot Benefited, in exercising its rights under this Easement must:**

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the Lot Burdened;
- (c) restore the Lot Burdened as nearly as practicable to its former condition; and
- (d) make good any collateral damage.

**2.7 Except when urgent work is required, the Owner of the Lot Benefited must:**

- (a) give the Owner of the Lot Burdened reasonable notice of intention to enter the Lot Burdened; and
- (b) only enter the Lot Burdened during times reasonably agreed with the Owner of the Lot Burdened.

M.C.

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

Lengths are in metres

(Sheet 5 of 12 sheets)

Plan:

**DP1219370**

Plan of Subdivision of Lot 200 DP 1209054  
& Lot 3 DP 1180890 covered by  
Subdivision Certificate No. 102273 112565

3. **Terms of Easement for Electricity & Other Purposes 2 wide (N) numbered 4 and 3.05 wide (P) numbered 5 in the plan**

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

4. **Terms of Right of Carriageway 4 wide (Q) numbered 6 in the plan.**

A right of Carriageway within the meaning of Part 1 Schedule 4A of the Conveyancing Act 1919 together with a right to park vehicles within the Right of Carriageway.

5. **Terms of Right of Access 23 wide (R) numbered 7 in the plan.**

A right of Access within the meaning of Part 14 of Schedule 8 of the Conveyancing Act 1919 as amended, is created.

6. **Terms of Easement for Pipeline 2 wide (S) numbered 8 in the plan.**

**Part A  
Definitions and Interpretations**

1 The following terms have the following meanings:

**Ancillary Works** means works ancillary to the pipeline whether above, on or below ground.

**Authorised Users** means Hunter Water's:

- (i) agents;
- (ii) employees;
- (iii) successors and assigns which are authorised to carry out the functions under the *Hunter Water Act 1991*; and
- (iv) All other Persons authorised to act on its or their behalf to do all things reasonably necessary or appropriate to carry out its functions under the *Hunter Water Act 1991*.

**Burdened Owner** means the owner for the time being of the Lot Burdened and any Person having an estate or interest in the Lot Burdened.

**Easement Site** means that part of the Lot Burdened shown as Easement for Pipeline on any plan registered with the New South Wales Department of Lands.

*da* *AM* *m.c.*

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

Lengths are in metres

(Sheet 6 of 12 sheets)

Plan:

**DP1219370**

Plan of Subdivision of Lot 200 DP 1209054  
& Lot 3 DP 1180890 covered by  
Subdivision Certificate No. 102273 112565

**Hunter Water** means the owner of the Pipeline and Ancillary Works, its successors and assigns.

**Lot Burdened** means the land over which the easement is granted.

**Person** includes a body corporate.

**Pipeline(s)** means a pipeline or pipelines for the conveyance of water, recycled water, effluent or sewage whether above, on or below the ground and all associated apparatus and equipment and any ancillary works.

**Part B**

**Easement for Pipeline**

- 2 Hunter Water and its Authorised Users may:
- (a) Construct, lay, maintain, repair, renew, cleanse, inspect, replace, divert or alter the position of any Pipeline or any Ancillary Works in the Easement Site; and
  - (b) Convey or permit the conveyance of water, recycled water, effluent or sewerage through the Pipeline within the Easement Site.

**Part C**

**General Provisions of easement**

- 3 For the purpose of exercising its rights under this easement, Hunter Water and its Authorised Users, may:
- (a) enter the Lot Burdened, with or without vehicles, plant and equipment, for any purpose permitted by this easement.
  - (b) do anything reasonably necessary to obtain access to and pass along to the Easement Site.
  - (c) do anything reasonably necessary for the exercise of Hunter Water's rights under this easement.
- 4 The Burdened Owner acknowledges that ownership of any Pipeline or other Ancillary Works located in the Easement Site remains with Hunter Water.
- 5 Hunter Water covenants with the Burdened Owner that:
- (a) it will promptly repair the Pipeline or any Ancillary Works on receiving your request to do so by the Burdened Owner;
  - (b) in exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened;
  - (c) it will procure that any damage caused to the surface of the Lot Burdened is restored as nearly as practicable to its original condition; and

M.C.



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

Lengths are in metres

(Sheet 7 of 12 sheets)

Plan:

Plan of Subdivision of Lot 200 DP 1209054  
& Lot 3 DP 1180890 covered by  
Subdivision Certificate No. 102273 112565

**DP1219370**

- (d) subject to its rights under this easement, it will procure that the Burdened Owner's reasonable use or occupation of the Lot Burdened is not impeded.
- 6 Subject to its foregoing rights under this easement, the Burdened Owner covenants with Hunter Water that it will not:
- (a) do or allow anything which will interfere with, damage, or destroy the Pipeline or will interfere with the effective operation of the pipeline or any Ancillary Work;
  - (b) obstruct Hunter Water in the exercise of its rights under this easement; or
  - (c) place any structures or improvements on the Easement Site without first seeking the consent in writing of Hunter Water which may be withheld in the absolute discretion of Hunter Water.
7. **Terms of Restriction on the Use of Land numbered 9 in the plan.**
- 7.1 No dwelling, structure or other improvements on the lots burdened shall be constructed or permitted to remain unless at the time of construction they comply with the design requirements set out in the "Wirraway Thornton – Builder Design Guidelines" published by Defence Housing Australia. These "Wirraway Thornton – Builder Design Guidelines" may be amended from time to time without the need for DHA to notify or obtain consent from the owners of the lots benefited or burdened.
- 7.2 No building to be constructed consisting of dual occupancies, duplex, townhouse or villa.
- 7.3 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Defence Housing Australia with the consent of Defence Housing Australia or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Defence Housing Australia or its successors and in favour of any person dealing with the purchaser or his assigns and such fencing is erected in accordance with the "Wirraway Thornton – Builder Design Guidelines". Consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser, its executors and administrators and assigns and successors in title only during the ownership of the said adjoining lands by Defence Housing Australia or its successors other than purchasers on sale.
- 7.4 No advertising structure, hoarding, sign, banner, shall be displayed or erected, on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Defence Housing Australia or its successors.
- 7.5 Any release, variation or modification of these Restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

M.C.

Lengths are in metres

(Sheet 8 of 12 sheets)

Plan:  
**DP1219370**

Plan of Subdivision of Lot 200 DP 1209054  
& Lot 3 DP 1180890 covered by  
Subdivision Certificate No. 102273 112565

**Name of Authority empowered to release, vary or modify Easements and Rights of Access numbered 1, 2 and 7 in the Plan:**

Maitland City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

**Name of Person or Authority Empowered to Release, Vary or Modify the Easement Numbered 4, 5 and 6 in the Abovementioned Plan**

Ausgrid ABN 67 505 337 385

**Name of Person or Authority Empowered to Release, Vary or Modify the Easement Numbered 8 in the Abovementioned Plan**

Hunter Water Corporation  
ABN 46 228 513 446

**Name of Person or Authority Empowered to Release, Vary or Modify the Restriction Numbered 9 in the Abovementioned Plan**

Defence Housing Australia ABN 72 968 504 934 without the consent or any other person for so long as it remains the registered proprietor of any lots in the plan of subdivision to which the burden or benefit of such restrictions is attached.

M.C.

Lengths are in metres

(Sheet 9 of 12 sheets)

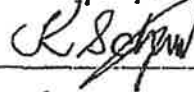
Plan:

Plan of Subdivision of Lot 200 DP 1209054  
& Lot 3 DP 1180890 covered by  
Subdivision Certificate No. 102273 112565

**DP1219370**


Executed for and on behalf of  
Maitland City Council by its  
authorised delegate pursuant to  
s.377 Local Government Act 1993

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



Karen Schroder

285 High Street  
Maitland

  
.....  
Authorised Officer of Maitland City Council

David Simm

M.C.

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

Lengths are in metres

(Sheet 10 of 12 sheets)

Plan:

**DP1219370**


Plan of Subdivision of Lot 200 DP 1209054  
& Lot 3 DP 1180890 covered by  
Subdivision Certificate No. 102273 112565

**EXECUTED for and on behalf of  
AUSGRID ABN 67 505 337 385 by**

Michael McHugh

its duly constituted Attorney pursuant to  
Power of Attorney registered Book 4693  
No. 331 in the presence of:

  
.....  
Attorney

  
.....  
Witness (sign)

Lisa Jane Anderson

.....  
Name of Witness (please print)

570 George Street

SYDNEY NSW 2000

M-C

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

Lengths are in metres

(Sheet 11 of 12 sheets)

Plan:

**DP1219370**

Plan of Subdivision of Lot 200 DP 1209054

& Lot 3 DP 1180890 covered by

Subdivision Certificate No. 102273 112565

HUNTER WATER CORPORATION  
by its attorney

**PETER JAMES KEMBREY**

Pursuant to Power of Attorney

Book ~~4659~~ 4695 No. ~~482~~ 750

.....  
Signed in my presence by its  
Attorney who is personally known to me.

.....  
Witness

**GHERYL FURE**

.....  
Name of Witness

**36tbneysuckle Drive**

**NEWCASTLE NSW**

.....  
Address of Witness

M.C.

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

Lengths are in metres

(Sheet 12 of 12 sheets)

Plan:

**DP1219370**

Plan of Subdivision of Lot 200 DP 1209054  
& Lot 3 DP 1180890 covered by  
Subdivision Certificate No. 102273 112565

SIGNED by Martini Coates  
as a Tier 1 attorney for Defence Housing Australia  
ABN 72 968 504 934 under Power of Attorney  
registered Book 4349 No 460  
in the presence of:

Ally Del Gigante  
Signature of Witness

Ally Del Gigante  
Name of witness (Block Letters)

82/45D Fitzroy Street Carrington  
Address of witness NSW, 2204.

Martini Coates

By executing this agreement the  
attorney states that the attorney is  
authorised to act under the Power  
of Attorney

REGISTERED



23.9.2016

**Certificate No.: PC/2024/1684**

**Certificate Date:** 20/05/2024

**Fee Paid:** \$67.00

**Receipt No.:** 1890241

**Your Reference:** 31185

**SECTION 10.7 PLANNING CERTIFICATE**

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

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<b>APPLICANT:</b>	Infotrack Pty Ltd  ecertificates@infotrack.com.au
<b>PROPERTY DESCRIPTION:</b>	29 Barr Promenade THORNTON NSW 2322
<b>PARCEL NUMBER:</b>	89877
<b>LEGAL DESCRIPTION:</b>	Lot 2022 DP 1219370

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

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

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

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

## **SECTION 10.7(2)**

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

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

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

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

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

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

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

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

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

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

Maitland Development Control Plan 2011 applies to the land.

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**

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

Detailed information on draft environmental planning instruments is available at



the NSW Department of Planning and Environment Current LEP Proposals website; or Maitland City Council's website.

### **Draft Development Control Plans**

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?***

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
- Thornton North S94 Contribution Plan 2008

- 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 not be carried out on the land as it is:

Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Complying development under the **Low Rise Medium Density Housing Code and Greenfield Housing Code** may not be carried out on the land as it is:

Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Complying development under the **Rural Housing Code** may not be carried out on the land as it is:

Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

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 and the land is:

Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

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.***

#### **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 mapped as bushfire prone land and as such restrictions may apply to new development on this 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**



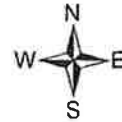
# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

N/A

N/A/

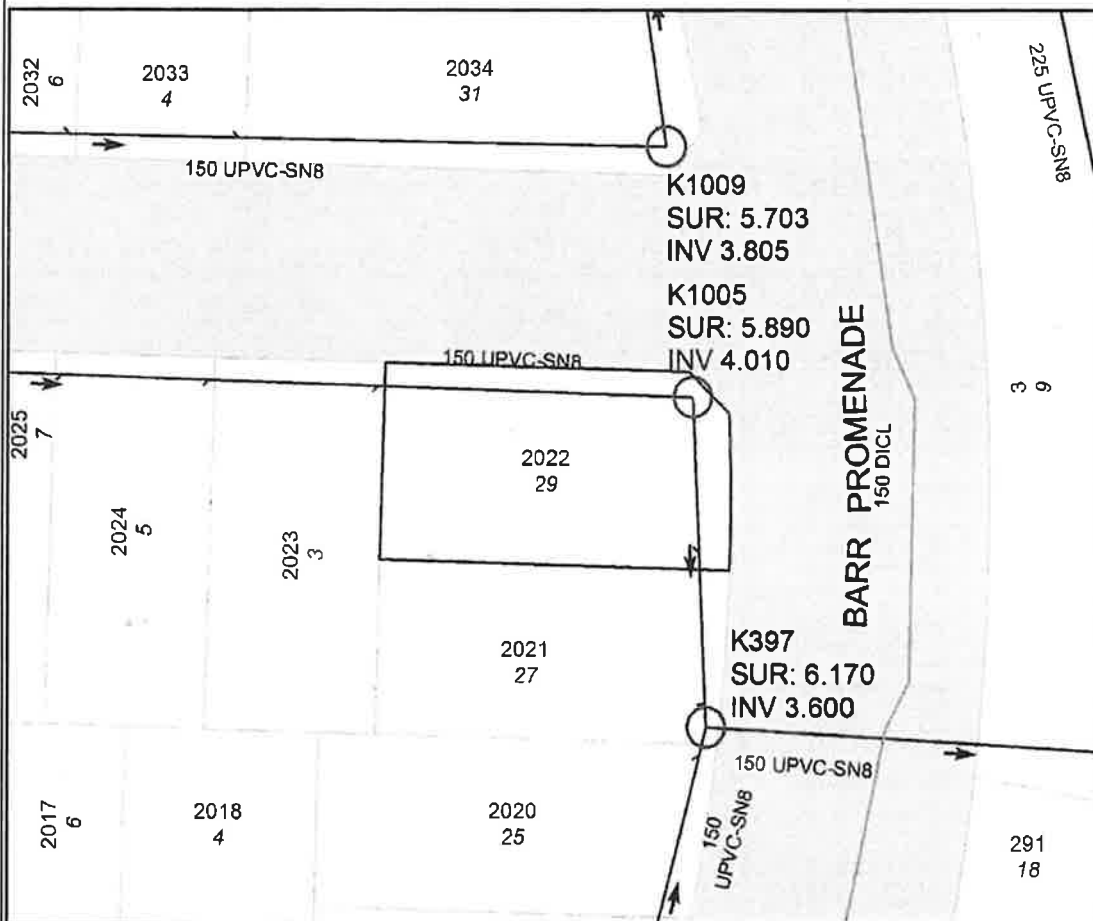
APPLICATION NO.: 3361503094

APPLICANT REF: M NPS:705804

RATEABLE PREMISE NO.: 0583695926

PROPERTY ADDRESS: 29 BARR PROM THORNTON 2322

LOT/SECTION/DP:SP: 2022/DP 1219370



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

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

### IMPORTANT:

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

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

Date: 21/10/2016

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW  
CONTOUR DATA © AAMHatch  
© Department of Planning

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

**Elders Advantage Group**

2/8 Billbrooke Close,  
Cameron Park, NSW 2285

P: 4013 1929

ABN: 18 624 074 077



**Advantage Group**

# Residential Tenancy Agreement

for

29 Barr Prom, Thornton NSW 2322

This agreement is between **Jeffrey Rose**  
and **Anita Linforth**.



Standard form from 28 September 2020

# Residential tenancy agreement

*Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))*

## IMPORTANT INFORMATION

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

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON  AT

## BETWEEN

Landlord Name (1):

Landlord Name (2):

Landlord telephone number or other contact details:

~~If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:~~

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

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

Suburb:

State:

Postcode:

**Note:** The landlord(s) business address or residential address must be provided for landlord(s) if there is no landlord's agent

Tenant Name (1):

Tenant Name (2):

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

Anita Linforth: 0414 667 664, anita.linforth@icloud.com

**Landlord's agent details:** [If applicable]

Agent name:

Elders Advantage Group

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

2/8 Billbrooke Close,

Suburb:

State:

Postcode:

Cameron Park

NSW

2285

Contact details: [*This must include a telephone number*]:

Tel: 4013 1929 , Email: ,

~~**Tenant's agent details:** [If applicable]~~~~Agent name:~~~~-~~~~Address for service of notices (can be an agent's address):~~~~-~~~~Suburb:~~~~State:~~~~Postcode:~~~~-~~~~-~~~~-~~~~Contact details:~~~~-~~**Term of agreement**

The term of this agreement is –

 6 months 12 months 2 years 3 years 5 years Other (please specify) Periodic (no end date)starting on  and ending on  [*Cross out if not applicable*]**Note:** For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900**Residential premises**The residential premises are [*Insert address*]:

29 Barr Prom, Thornton NSW 2322

The residential premises include:

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

## Rent:

The rent is \$  per  payable in advance starting on

The rent will be increasing to   from

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

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number:

account number:

account name:

payment reference: , or

(b) to  at  by cash, or

(c) as follows:

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

## RENTAL BOND [Cross out if there is not going to be a bond]:

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

The tenant provided the rental bond amount to:

- the landlord or another person, or
- the landlord's agent, or
- NSW Fair Trading through Rental Bond Online.

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

## IMPORTANT INFORMATION

### Maximum number of occupants

No more than  persons may ordinarily live in the premises at any one time.

## Urgent repairs

Nominated tradespeople for urgent repairs:

<b>Plumbing &amp; Gas:</b>	Name: Ben Collier - Ecoflow Plumbing	Tel: 0413740225
<b>Electrical:</b>	Name: New Edge Electrical	Tel: 0429 979 938

## Water usage

Will the tenant be required to pay separately for water usage?  Yes  No

If yes, see clauses 12 and 13.

## Utilities

Is **electricity** supplied to the premises from an embedded network?  Yes  No

Is **gas** supplied to the premises from an embedded network?  Yes  No

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

## Smoke alarms

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

Hardwired smoke alarms

Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?  Yes  No

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

~~If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?~~  Yes  No

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

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?  Yes  No

## Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?  Yes  No  
If yes, see clauses 38 and 39.

## Giving notices and other documents electronically [Cross out if not applicable]

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

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

## Landlord



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

Yes  No

If yes, see clause 50.

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

Yes

Shaniia Jones: shaniia.jones@eldersrealestate.com.au

No

## Tenant

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

Tenant consents to electronic service of notices  YES  NO

If yes, see clause 50.

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

Anita Linforth

anita.linforth@icloud.com

## Condition report

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

## Tenancy laws

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

# The Agreement

## RIGHT TO OCCUPY THE PREMISES

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

## COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
  - 2.1 a copy of this agreement before of when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

## RENT

3. **The tenant agrees:**
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date
4. **The landlord agrees:**
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the

purpose of any amount payable by the tenant other than rent, and

- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

## RENT INCREASES

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

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

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
  - 7.1 that the increased rent is payable from the day specified in the notice, and
  - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

## RENT REDUCTIONS

- 8. The landlord and the tenant agree** that the rent abates if the residential premises:
- 8.1** are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
  - 8.2** cease to be lawfully usable as a residence, or
  - 8.3** are compulsorily appropriated or acquired by an authority.
- 9.** The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

## **PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES**

- 10. The landlord agrees** to pay:
- 10.1** rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 10.2** the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - 10.3** all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.*
- Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.*
- 10.4** the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
  - 10.5** all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
  - 10.6** all charges in connection with a water supply service to residential premises that are not separately metered, and
  - 10.7** all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
  - 10.8** all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises

- are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9** the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

- 11. The tenant agrees** to pay:

- 11.1** all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
  - 11.2** all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and
- Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.*
- 11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
  - 11.4** all charges for pumping out a septic system used for the residential premises, and
  - 11.5** any excess garbage charges relating to the tenant's use of the residential premises, and
  - 11.6** water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
    - 11.6.1** are separately metered, or
    - 11.6.2** are not connected to a water supply service and water is delivered by vehicle.

*Note. Separately Metered is defined in section 3 of the Residential Tenancies Act 2010.*

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

- 12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority,
- 12.4** the residential premises have the following water efficiency measures:
  - 12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
  - 12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
  - 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
  - 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

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

## POSSESSION OF THE PREMISES

**14. The landlord agrees:**

- 14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

## TENANT'S RIGHT TO QUIET ENJOYMENT

**15. The landlord agrees:**

- 15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

## USE OF THE PREMISES BY TENANT

**16. The tenant agrees:**

- 16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

**17. The tenant agrees:**

- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4** that it is the tenant's responsibility to replace light globes on the residential premises.

**18. The tenant agrees,** when this agreement ends

and before giving vacant possession of the premises to the landlord:

- 18.1** to remove all the tenant's goods from the residential premises, and
- 18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3** to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5** to make sure that all light fittings on the premises have working globes, and
- 18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

## LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

### 19. The landlord agrees:

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

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

- a) are structurally sound, and*
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and*
- c) have adequate ventilation, and*
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and*
- e) have adequate plumbing and drainage, and*
- f) are connected to a water supply service or*

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

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

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

- a) are in a reasonable state of repair, and*
- b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and*
- c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and*
- d) are not liable to collapse because they are rotted or otherwise defective.*

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

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

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

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

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

- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or

omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

## URGENT REPAIRS

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

- 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

- a) a burst water service,*
- b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,*
- c) a blocked or broken lavatory system,*
- d) a serious roof leak*
- e) a gas leak,*
- f) a dangerous electrical fault,*
- g) flooding or serious flood damage,*
- h) serious storm or fire damage,*
- i) a failure or breakdown of the gas, electricity or water supply to the premises,*
- j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,*
- k) any fault or damage that causes the premises to be unsafe or insecure.*

## SALE OF THE PREMISES

**21. The landlord agrees:**

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

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

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

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

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

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

## LANDLORD'S ACCESS TO THE PREMISES

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

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

**24.2** if the Civil and Administrative Tribunal so orders

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

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

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

**24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at

- least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's

agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

## **PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS**

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

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

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

## **FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES**

- 30. The tenant agrees:**
- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing

the fixture or compensate the landlord for the reasonable cost of repair.

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

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

## LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:**

- 32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

- 33. The tenant agrees:**

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a

tenant or occupant from having access) or unless the landlord agrees, and

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

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

## TRANSFER OF TENANCY OR SUB-LETTING

- 35. The landlord and tenant agree that:**

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

## CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

- 37. The landlord agrees:**

- 37.1** if the name and telephone number or contact details of the landlord change, to give the



tenant notice in writing of the change within 14 days, and

- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with: landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

## COPY OF CERTAIN BY-LAWS TO BE PROVIDED

*[Cross out clauses if not applicable]*

- ~~**38.** The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.~~
- ~~**39.** The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.~~

## MITIGATION OF LOSS

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

## RENTAL BOND

*[Cross out clauses if no rental bond is payable]*

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement

## SMOKE ALARMS

- 42. The landlord agrees to:**
- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6** repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

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

**Note 2.** Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

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

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

#### 43. The tenant agrees:

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

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

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

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

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

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

## SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

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

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

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

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

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

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

## LOOSE-FILL ASBESTOS INSULATION

**47. The landlord agrees:**

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

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

## COMBUSTIBLE CLADDING

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

**48.1** that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire

safety order, has been issued requiring rectification of the building regarding external combustible cladding,

- 48.2** that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3** that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

## SIGNIFICANT HEALTH OR SAFETY RISKS

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

## ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

- 50. The landlord and tenant agree:**
- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

## BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

## ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- both the landlord and the tenant agree to the terms, and
- they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- they do not conflict with the standard terms of this agreement.

Any additional terms are not required by law and are negotiable.]

## ADDITIONAL TERMS - PETS

[Cross out clauses if not applicable]

~~53. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:~~

~~54. The tenant agrees:~~

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

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

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

~~54.4 to comply with any council requirements.~~

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

Insert any other agreed additional terms here. Attach a separate page if necessary.

## NOTES

### 1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for: (a) the letting of residential premises, or (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

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

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

### 3. Ending a fixed term agreement

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

### 4. Ending a periodic agreement

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

### 5. Other grounds for ending agreement

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

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

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

## 6. **Warning**

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

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

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

SIGNED BY THE LANDLORD/AGENT

AGENT : **Shaniia Jones** on behalf of **Jeffrey Rose** (Landlord)

Signed at Thu, 02/11/2023 14:39 , from device: Windows 10 Other Chrome 118.0.0

**1. LANDLORD INFORMATION STATEMENT**

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

AGENT : **Shaniia Jones** on behalf of **Jeffrey Rose** (Landlord)

Signed at Thu, 02/11/2023 14:39 , from device: Windows 10 Other Chrome 118.0.0

**SIGNED BY TENANT(S)**Tenant : **Anita Linforth**

Signed at Thu, 02/11/2023 14:29 , from device: iOS 17.0.3 iPhone Mobile Safari 17.0.1

## TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the **Tenant Information Statement** published by NSW Fair Trading.

Tenant : **Anita Linforth**



Signed at Thu, 02/11/2023 14:29 , from device: iOS 17.0.3 iPhone Mobile Safari 17.0.1

For information about your rights and obligations as a landlord or tenant, contact:

- a. NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- b. Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- c. your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)

## AUDIT TRAIL

### Anita Linforth (Tenant)

- Thu, 02/11/2023 14:26 - Anita Linforth clicked 'start' button to view the Residential Tenancy Agreement (iOS 17.0.3 iPhone Mobile Safari 17.0.1, IP: 1.157.244.94)
- Thu, 02/11/2023 14:29 - Anita Linforth stamped saved signature the Residential Tenancy Agreement (iOS 17.0.3 iPhone Mobile Safari 17.0.1, IP: 1.157.244.94)
- Thu, 02/11/2023 14:29 - Anita Linforth submitted the Residential Tenancy Agreement (iOS 17.0.3 iPhone Mobile Safari 17.0.1, IP: 1.157.244.94)

### Shaniia Jones (AGENT)

- Thu, 02/11/2023 14:37 - Shaniia Jones clicked 'start' button to view the Residential Tenancy Agreement
- Thu, 02/11/2023 14:39 - Shaniia Jones stamped saved signature the Residential Tenancy Agreement
- Thu, 02/11/2023 14:39 - Shaniia Jones submitted the Residential Tenancy Agreement

AGREEMENT END