

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Valley Estate Agents Pty Ltd Level 1/444 High Street, Maitland, NSW 2320	Phone: Sophie 0417 047 553
co-agent		
vendor		
vendor's solicitor		

date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	14A Daniel Avenue, Rutherford, New South Wales 2320 Registered Plan: Lot 1 Plan DP 1202898 Folio Identifier 1/1202898	

improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies
	<input checked="" type="checkbox"/> HOUSE <input checked="" 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 checked="" type="checkbox"/> other: Pergola
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered:
	<input type="checkbox"/> other documents:

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: Garden shed, remote control for garage, screen security door at front and rear
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	_____ (if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

Manual transaction (clause 30)☐ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <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
<p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <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 	<p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

14A DANIEL AVE RUTHERFORD NSW 2320

Additional Special Conditions forming part of this Contract

33. Real Estate Agents

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

34. Notice to complete

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

35. Capacity

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

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

36. Late completion

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

37. Hunter Water Corporation

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

38. Cancellation Fee

In the event of the following:

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

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

DELETE GUARANTEE IF NOT APPLICABLE

39. Guarantee

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

- (vi) the winding up of the purchaser.
- (vii) This special condition binds the guarantor and the executors, administrators and assigns of the guarantor.
- (i) This special condition operates as a Deed between the vendor and the guarantor.

GUARANTEE EXECUTED as a Deed

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

.....
Signature of witness

.....
Signature of guarantor

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness (BLOCK LETTERS)

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

.....
Signature of witness

.....
Signature of guarantor

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness (BLOCK LETTERS)

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Elise Michelle Edwards & Katie Amanda Edwards
Purchaser:
Property: 14A Daniel Avenue, Rutherford
Dated:

Possession and tenancies

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

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the Vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The Vendor must serve on the Purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

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

15. Is the Vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the Vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the Vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
17.
 - (a) has the Vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
 - (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
19.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the Purchaser on completion.
 - (d) Is the Vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the Vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations/Benefits

20.
 - (a) Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee
 - (b) In relation to such licence:
 - (i) all licence fees and other moneys payable should be paid up to and beyond the date of completion;

- (ii) the Vendor must comply with all requirements to allow the benefit to pass to the Purchaser.
21. Is the Vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the Vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the Purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
23. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or to limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and Transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the Purchaser at least 7 days prior to completion.
27. The Vendor should furnish completed details within the time specified in the contract, sufficient to enable the Purchaser to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the Vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspections of title deeds must prove satisfactory.
31. The Purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as the completion date.



FOLIO: 1/1202898

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/6/2024	3:27 PM	6	25/1/2022

LAND

LOT 1 IN DEPOSITED PLAN 1202898
AT RUTHERFORD
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1202898

FIRST SCHEDULE

ELISE MICHELLE EDWARDS
KATIE AMANDA HARPER
AS JOINT TENANTS (T AR834522)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP832153 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP867202 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 4 DP1046531 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 4 IN THE S88B INSTRUMENT
- 5 AJ11599 EASEMENT FOR PIPELINE 3 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1202898 RIGHT OF CARRIAGEWAY 0.5 METRE(S) WIDE AND VARIABLE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 7 DP1202898 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 8 DP1202898 RESTRICTION(S) ON THE USE OF LAND
- 9 AR834523 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



0-09-20PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  1.12.2014

Office Use Only

Office Use Only

Title System: TORRENS

DP1202898

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 1230
 DP 1046531.

LGA: MAITLAND

Locality: RUTHERFORD

Parish: GOSFORTH

County: NORTHUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Survey Certificate

I, BRETT DOUGLAS KITTEL – PULVER COOPER & BLACKLEY
 of 98 LAWES STREET, EAST MAITLAND

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

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

*(b) The part of the land shown in the plan (~~being~~ excluding ^ Lot 2) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 02/09/2013 the part not surveyed was compiled in accordance with that Regulation.

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

Signature:  Dated: 25/06/2014

Surveyor ID: 2484

Datum Line: 'X' – 'Y'

Type: *Urban/*Rural

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

*Strike through if inapplicable.

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

Subdivision Certificate

Leanne Harris

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

Signature: 

Accreditation number:

Consent Authority: MAITLAND CITY COUNCIL.....

Date of endorsement: *15.8.14*

Subdivision Certificate number: 091228

File number: DA 09 - 1228

*Strike through if inapplicable.

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

Plans used in the preparation of survey/compilation.

DP 1046531
 DP 1192511

If space is insufficient continue on PLAN FORM 6A

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


Surveyor's Reference: 07/77

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

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

Registered:  1.12.2014
Office Use Only

DP1202898
Office Use Only

PLAN OF SUBDIVISION OF LOT 1230
DP 1046531.

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 number: 091228
Date of Endorsement: 15.8.14

Pursuant to Section 88B of the Conveyancing Act 1919, as amended

It is intended to create:

1. Right of carriageway 0.5 wide & variable (C)
2. Easement to drain water 1.5 wide (J)
3. Easement to drain water 3 wide (S)
4. Restriction on the use of land

It is intended to release:

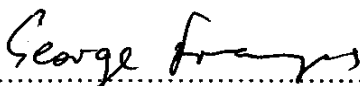
1. Easement for drainage of water 3 wide created by DP1046531

Lot	Street Number	Street Name	Street Type	Locality
1	14A	Daniel	Avenue	Aberglasslyn
2	14	Daniel	Avenue	Aberglasslyn

SIGNED in my presence by
BEVERLEY ANNE FRASER
who is personally know to me

Executed by the registered
proprietor of Lot 1230 DP1046531

RUTHERFORD BK


Signature of Witness


Beverley Anne Fraser


GEORGE FRANGOS
Name of Witness


126 Kemp St Hamilton
South, Newcastle
Address of Witness

EXECUTED by
BANK OF QUEENSLAND LIMITED:
(ACN 009 656 740)

Bank of Queensland Limited ABN 32 009 656 740 as
Registered Mortgagee under mortgage AEST 1059

consent to DEPOSITED PLAN
By its Attorney

 GREGORY BURKE-ROPER
Manager Team Leader Senior Officer
Hewlett-Packard Australia Pty Ltd ACN 004 394 763
Under Power of Attorney
Registered Book 4625 No. 244
And declare that I have no notice or revocation of the
said Power of Attorney

WITNESSED BY: 
Charlie Li

229 ELIZABETH STREET
BRISBANE QLD 4000

If space is insufficient use additional annexure sheet

Surveyor's Reference: 07/77

ePlan

**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.**

(Sheet 1 of 3 Sheets)

Plan: **DP1202898**

Plan of Subdivision of Lot 1230 DP1046531
 covered by Subdivision Certificate
 No. 091228 Dated: 15. 8. 14

Full name and address of the
 owner of the land:

Beverley Anne Fraser
 107 Young Street
 CARRINGTON NSW 2294

Full name and address of the
 mortgagee of the land:

Bank of Queensland Limited
 (ACN 009 656 740)
 259 Queen Street
 BRISBANE QLD 4001

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	Right of carriageway 0.5 wide & variable (C)	1	2
2	Easement to drain water 1.5 wide (J)	2	1, 1227/1046531, 1228/1046531, 1229/1046531
3	Easement to drain water 3 wide (S)	2	Maitland City Council
4	Restriction on the use of land	1, 2	Maitland City Council

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for drainage of water 3 wide created by DP1046531	1230/1046531	Maitland City Council

ePlan

**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.**

(Sheet 2 of 3 Sheets)

Plan: DP1202898

Plan of Subdivision of Lot 1230 DP1046531
covered by Subdivision Certificate
No. 091228 Dated: **15.8.14**

Part 2 (Terms)

1. TERMS OF RIGHT OF CARRIAGEWAY NUMBERED 1 IN THE PLAN

A right of carriageway in the terms of Part 1 Schedule 8 of the Conveyancing Act, 1919 is created.

2. TERMS OF EASEMENT TO DRAIN WATER NUMBERED 2 IN THE PLAN

An easement to drain water in the terms of Part 3 Schedule 8 of the Conveyancing Act, 1919 is created.

3. TERMS OF EASEMENT TO DRAIN WATER NUMBERED 3 IN THE PLAN

An easement to drain water in the terms of Part 3 Schedule 4A of the Conveyancing Act, 1919 is created.

4. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 4 IN THE PLAN

No habitable building shall be constructed or permitted to remain on the lots burdened unless constructed at the adopted flood planning level (FPL) or 500mm above the 1% Annual Exceedance Probability (AEP) flood event or at a level approved by Council at the time of development approval.

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY RIGHT OF CARRIAGEWAY NUMBERED 1 AND EASEMENT TO DRAIN
WATER NUMBERED 2 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 EASEMENT TO DRAIN WATER NUMBERED 3 AND THE RESTRICTION
ON THE USE OF LAND NUMBERED 4 IN THE PLAN.**

Maitland City Council.



Authorised Person
Maitland City Council



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

(Sheet 3 of 3 Sheets)

Plan: DP1202898

Plan of Subdivision of Lot 1230 DP1046531
covered by Subdivision Certificate
No. 091228 Dated: 15.8.14

SIGNED in my presence by
BEVERLEY ANNE FRASER
who is personally know to me

Executed by the registered
proprietor of Lot 1230 DP1046531

George Frangos
.....
Signature of Witness

Beverley Anne Fraser
.....
Beverley Anne Fraser

GEORGE FRANGOS
.....
Name of Witness

*126 Kemp St, Hamilton
South, Newcastle*
.....
Address of Witness

**EXECUTED by
BANK OF QUEENSLAND LIMITED:
(ACN 009 656 740)**

Bank of Queensland Limited ABN 32 009 656 740 as
Registered Mortgagee under mortgage *AE571059*
consent to *SECTION 88B INSTRUMENT*
By its Attorney
[Signature] *GREGORY BURKE ROBERT*
.....
~~Manager~~ ~~Team Leader~~ Senior Officer
Hewlett-Packard Australia Pty Ltd ACN 004 394 763
Under Power of Attorney
Registered Book *462T* No. *244*
And declare that I have no notice or revocation of the
said Power of Attorney

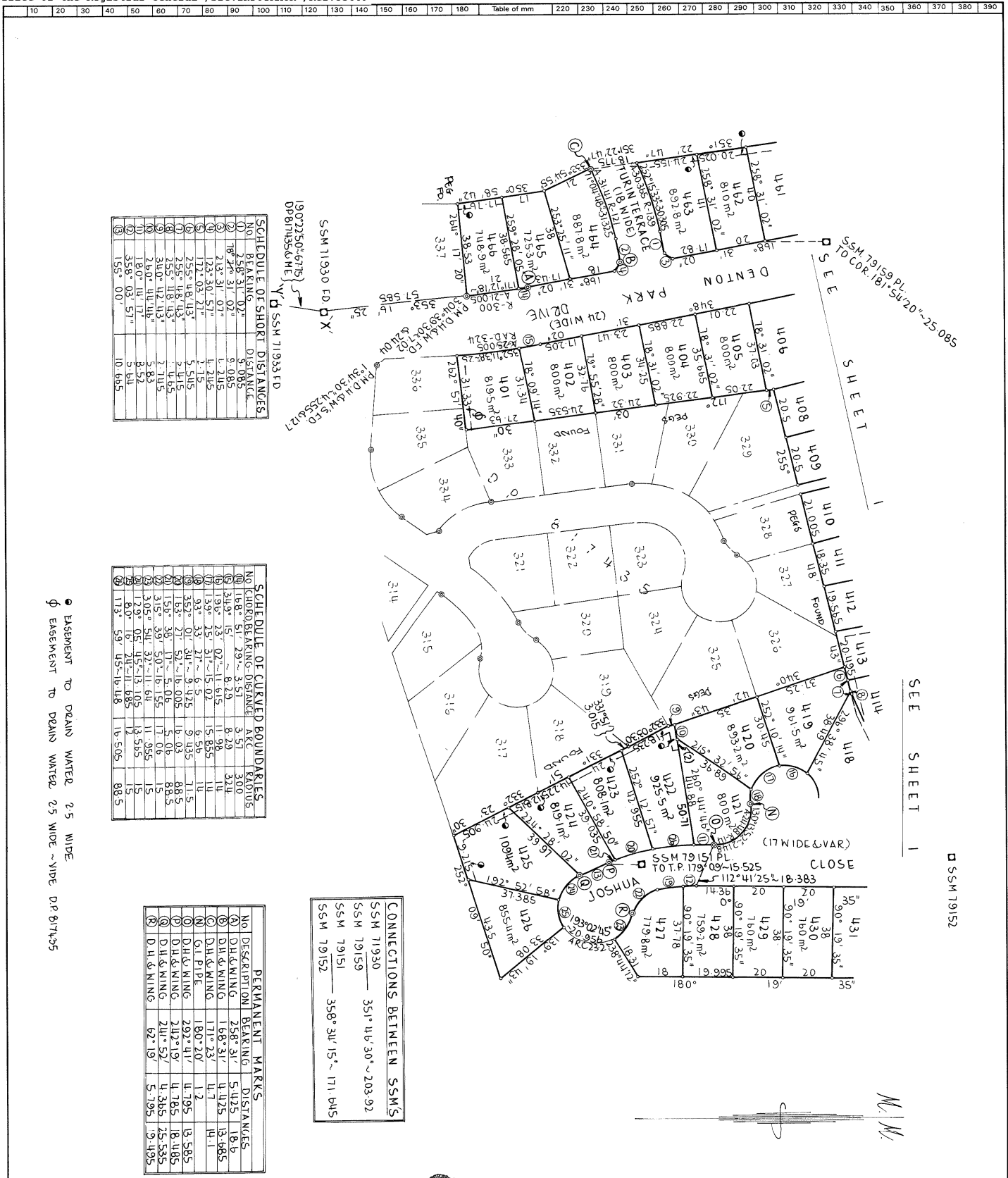
WITNESSED BY
[Signature]
Charlie Li

229 ELIZABETH STREET
BRISBANE QLD 4000

REGISTERED



1.12.2014



DP 832153

Registered: 8-2-8-1993

This is sheet 2 of 3 in 3 sheets

dated 15 February 1993

Survey registered under Surveyors Act 1929

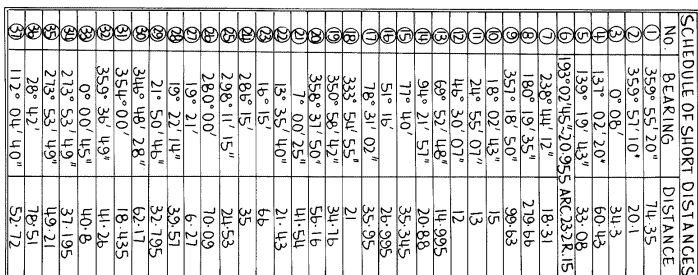
This is sheet 2 of the plan of 91/156
shaded covered by my Certificate No. 94/14/193
of 9th July 1993

Surveyor General

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

Reduction Ratio 1:1000

SURVEYOR'S REFERENCE: 81/276-57.4



(A) BENEFITED BY EASEMENT TO DRAIN WATER 2.5 WIDE - DP817433

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 81/256 - ST. 4

DP 832153

Registered: 2-2

This is sheet 3 of my plan in 3 sheets dated 12 FEBRUARY 1993

421 1993

Surveyor registered under Surveyors Act

This is sheet 3 of the plan of 3 sheets covered by my Certificate No. 91156 of 9th July, 1993


Council Clerk

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

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

Lengths are in metres

Sheet 1 of 8 Sheets

DP 832153

PART 1

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91/56 of 1993.

Full name and address of
the proprietor of the land

ANAMBAH HOMES PTY LIMITED A.C.N. 002
404 560 of C/- Parry Carroll Kanjian,
Solicitors, 15th Floor, 111 Elizabeth
Street, Sydney NSW 2000.

Full name and address of
Mortgagee of the land

MAITLAND MUTUAL BUILDING SOCIETY LIMITED
417 High Street, Maitland NSW 2320

1. Identity of easement firstly
referred to in the
abovementioned plan

Easement to drain water 2.5 wide

Schedule of Lots etc. affected

Lots Burdened

413
422
423
424
425
444
443
442
441
447
448
449
450
451
452
453
458
459
460
461
462
463
466

Lots Benefited

414, 417, 418 and 419
420, 421
420, 421, 422
420 to 423 inclusive
420 to 424 inclusive and 426
445
444, 445
443 to 445 inclusive
442 to 445 inclusive
446
446 and 447
446 to 448 inclusive
446 to 449 inclusive
446 to 450 inclusive
446 to 451 inclusive
446 to 452 inclusive
468
458 and 468
458, 459 and 468
458 to 460 inclusive and 468
458 to 461 inclusive and 468
458 to 462 inclusive and 468
465

REGISTERED  88 2.8.1993

SGR:0578a

22.2

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

Lengths are in metres

Sheet 2 of 8 Sheets

DP832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91156 of 1993.

2. Identity of easement secondly
referred to in the
abovementioned plan

Easement to drain water 2.5 wide and
Variable

Schedule of Lots etc. affected

Lots Burdened

418
414

Lots or Authority Benefited.

417
417, 418

3. Identity of Restriction
thirdly referred to in
abovementioned plan.

Restriction on the Use of Land

Schedule of Lots etc. affected

Lots Burdened

Every Lot except 401, 404,
441, 457, 458, 467 and 468.

Lots Benefited

Every other Lot except 467 and 468

4. Identity of Restriction
fourthly referred to in
abovementioned plan.

Restriction on the Use of Land

Schedule of Lots etc. affected

Lots Burdened

401, 404, 441, 457, 458

Lots Benefited

Every other Lot except 467 and 468

5. Identity of positive covenant
fifthly referred to in
abovementioned paragraph

Positive Covenant for the Maintenance
of Access Drives

Schedule of Lots etc. affected

Lots Burdened

418
419
420

Authority Benefited

The Council of the City of Maitland
The Council of the City of Maitland
The Council of the City of Maitland

REGISTERED  88 2-B-1993

SGR:0578a

22.2

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

Lengths are in metres

Sheet 3 of 8 Sheets

DP 832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91156 of 1993.

PART 2

3. Terms of Restriction of the Use of Land Thirdly referred to in
abovementioned plan

- (a) No main building shall be erected on each lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
- (b) No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 110 square metres exclusive of car accommodation, external landings and patios.
- (c) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.
- (d) No building shall be erected on each lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the product known as "colorbond".
- (e) No building shall be erected on each lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
- (f) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (g) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

REGISTERED



88 2-8-1993

SGR:0578a

22.2

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

Lengths are in metres

Sheet 4 of 8 Sheets

DP 832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91156 of 1993.

- (h) No more than one single dwelling shall be erected on any lot burdened and for this purpose "dwelling" shall not include a building designed for the separate occupation of more than one family unit.
- (i) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on each such lot and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (j) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (k) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (l) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.
- (m) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (n) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (o) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (p) No run off water from any building impervious surface or other

REGISTERED  85 2-B-1993

SGR:0578a

22.2

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

Lengths are in metres

Sheet 5 of 8 Sheets

DP 832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91156 of 1993.

material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.

- (q) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (r) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (s) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding one (1) tonne shall be parked or permitted to remain on any lot burdened.

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.

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

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

- (a) No main building shall be erected on the lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
- (b) No main building shall be erected or be permitted to remain erected on the lot burdened of more than one level and no main building shall be erected or be permitted to remain erected on the lot burdened containing single storey duplex dwellings unless each such

REGISTERED



82-8-1993

SGR:0578a

22.2

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

Lengths are in metres

Sheet 6 of 8 Sheets

DP 832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91156 of 1993.

duplex has a minimum total floor area of 95 square metres inclusive of car accommodation but exclusive of external landings and patios. No carport shall be erected or permitted to remain on any lot burdened.

- (c) No building shall be erected on the lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the product known as "colorbond".
- (d) No building shall be erected on the lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
- (e) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (f) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (g) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on the such lot and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (h) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (i) No fence shall be erected on the lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (j) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so

REGISTERED  82 2-B-1993

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

Lengths are in metres

Sheet 7 of 8 Sheets

DP 832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91156 of 1993.

as to be visible from a road or from other lots in the subdivision
without being screened.

- (k) No advertisement hoarding sign or matter of any description shall be erected or displayed on the lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (l) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (m) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (n) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (o) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (p) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (q) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding one (1) tonne shall be parked or permitted to remain on any lot burdened.

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.

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

REGISTERED  80 2-8-1993

S. A. Cant

Phonetic

SGR:0578a

[Signature]

22.2

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

Lengths are in metres

Sheet 8 of 8 Sheets

DP832153

Plan of Subdivision of Lot 7 DP2881 and
Lot 347 DP817435 covered by Council
Clerk's Certificate No. 91136 of 1993.

5. Terms of Positive Covenant for the Maintenance and Access Drives Fifthly
referred to in abovementioned plan

The Registered Proprietor of each lot affected will at all times, at his
own expense and in all respects, maintain that part of such registered
proprietor's access drive as is situated in the "bulb" located in Joshua
Road.

The Authority having the right to release, vary or modify this
Restriction is the Council of the City of Maitland.

THE COMMON SEAL of ANAMBAH HOMES PTY
LIMITED A.C.N.002 404 560

was hereunto affixed by authority
of the Board of Directors and
in the presence of:

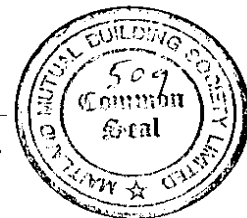


..... S.A. Cornell
Director

..... P. O'Connell
Secretary

THE COMMON SEAL of MAITLAND MUTUAL
BUILDING SOCIETY LIMITED

was hereunto affixed by authority
of the Board of Directors and
in the presence of:



..... [Signature]
Director

..... [Signature]
Director SECRETARY

REGISTERED  82-8-1993

PLAN FORM 2

OFFICE USE ONLY

DP 867202

Registered: 3.1.1997
C.A. No 961471 OF 7.2.1997

Title System: TORRENS

Purpose: SUBDIVISION

Rel. Map: U4580-84

Last Plan: DP 590954, DP 862776

PLAN OF SUBDIVISION OF LOT 300 P. 862776 & LOT 918 D.P. 862776

Lengths are in metres. Reduction Ratio 1:4000

LGA: MAITLAND

Suburb/Locality: RUTHERFORD

Parish: GOSFORTH

County: NORTHUMBERLAND

This is a plan of a part of a lot (Delete if inapplicable)

1. JACQUE THOMAS PARSON
of JOHN G. NELSON PTY. LTD.
of P.O. BOX 1032 ENRIE, 212
a duly registered and qualified surveyor, has caused this plan to be prepared and has caused it to be deposited in the office of the Registrar-General, New South Wales, in accordance with the Survey (Torrens) Regulations 1996 and was completed on 28.1.97
The survey relates to LOT 300 DP 590954

Deputy (Date of Declaration) X-Y
Surveyor registered under the Surveyors Act 1993
Zone: Southern (County) (Signature)

Plans used in preparation of survey/compilation:
D.P. 590954
D.P. 862776
D.P. 862777

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:
1. EASEMENT TO DRAIN WATER 3 WIDE.

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1. EASEMENT TO DRAIN WATER 3 WIDE.

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1. EASEMENT TO DRAIN WATER 3 WIDE.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:
1. EASEMENT TO DRAIN WATER 3 WIDE.

Plan Drawing only to appear in this space

1:50

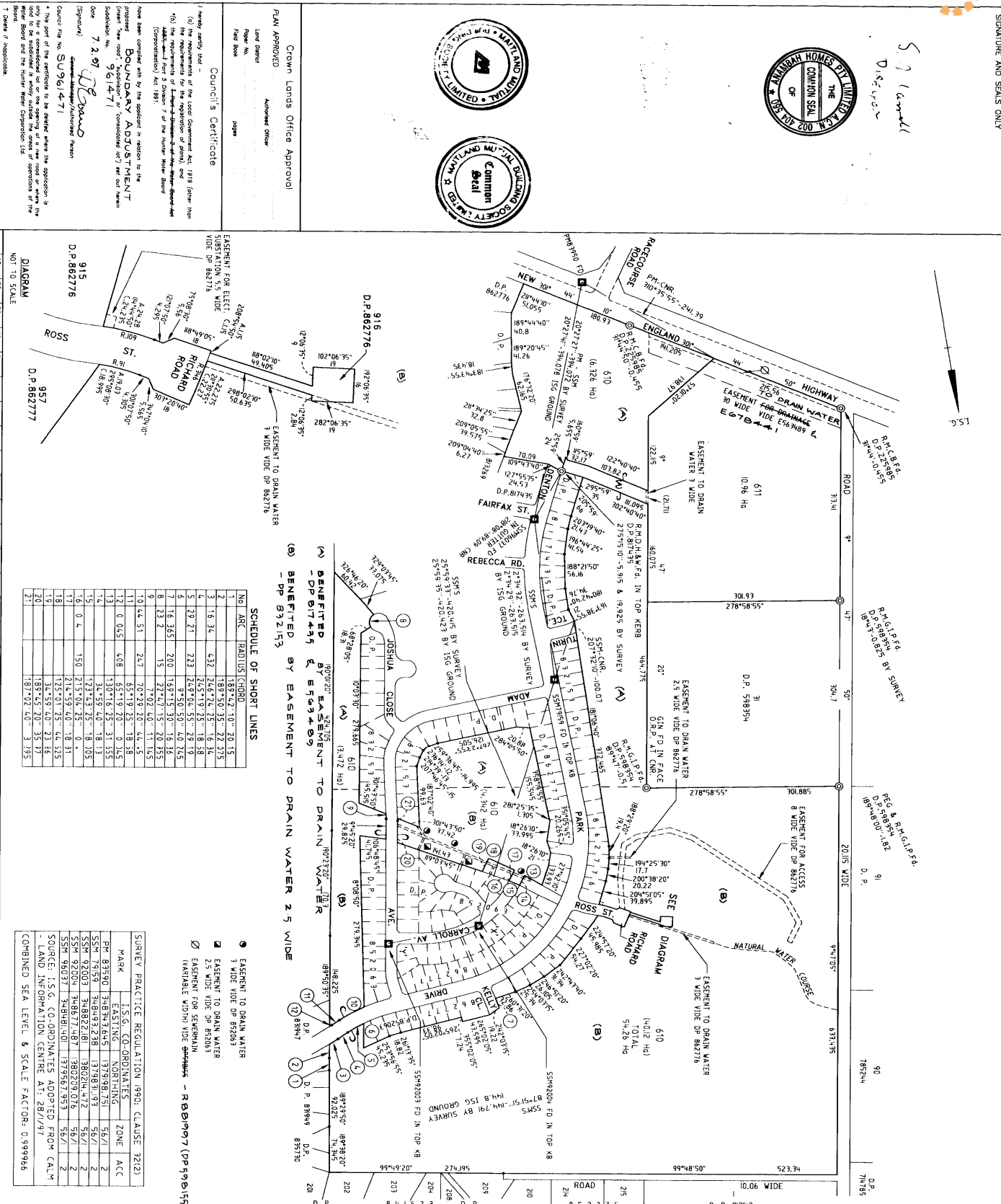


TABLE OF SHORT LINES	
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14	187.02
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16	187.02
17	187.02
18	187.02
19	187.02
20	187.02
21	187.02

SURVEY PRACTICE REGULATION 880, CLAUSE 32(2)	
MARK	DESCRIPTION
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3	187.02
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13	187.02
14	187.02
15	187.02
16	187.02
17	187.02
18	187.02
19	187.02
20	187.02
21	187.02

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

CHECKLIST

SUPERVISOR'S REFERENCE: 31/4659-9 (1974710019)

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

Lengths are in metres

Sheet 1 of 3 Sheets

Plan:

DP 867202

Plan of Subdivision of Lot 30 DP 598354 and
Lot 918 DP 862776 covered by Council Clerk's
Certificate No. 961471 of 1997.

PART 1

Full name and address of the proprietors
of the land:-

GEOFFREY ERIC SAXBY, KAY ANNE
SAXBY, KENNETH WILLIAM JOHN
SAXBY, KARENNE DIANE SAXBY, all of
RMB 30, New England Highway
Rutherford and
ANAMBAH HOMES PTY LIMITED
ACN 002 404 560
C/- Parry Carroll Kanjian
Solicitors
Level 23, MLC Centre
19 Martin Place
SYDNEY NSW 2000

Full name and address of Mortgagee of
the land in Folio Identifier 918/862776:

MAITLAND MUTUAL BUILDING
SOCIETY LIMITED
417 High Street
MAITLAND NSW 2320

1. Identity of easement firstly
referred to in the
abovementioned plan:

Easement to drain water 3 wide

Schedule of Lots etc. affected

Lots Burdened

611

Lots Benefited

610, and
MAITLAND CITY COUNCIL

P. C. Small

S. R. Carruth

SAC/410361.SAM...30/01

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

Lengths are in metres

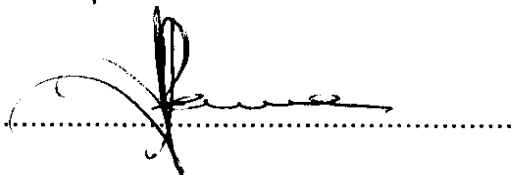
Sheet 2 of 3 Sheets

Plan: D.P. 867202

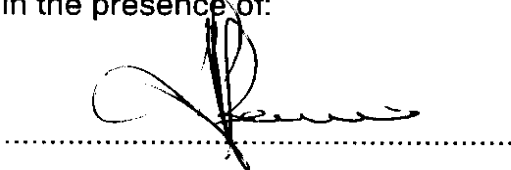
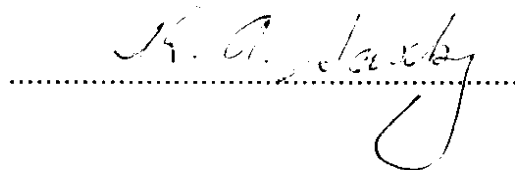
Plan of Subdivision of Lot 30 DP 598354 and
Lot 918 DP 862776 covered by Council Clerk's
Certificate No. 961471 of 1997.

PART 2

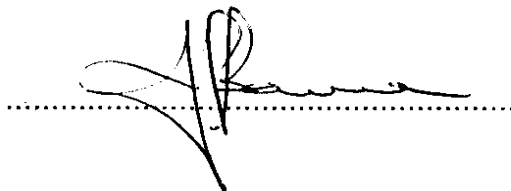
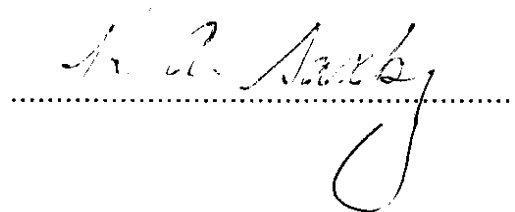
Signed sealed and delivered by the
said GEOFFREY ERIC SAXBY
in the presence of:

A handwritten signature in cursive script, appearing to read 'G. E. Saxby', written over a horizontal dotted line.A handwritten signature in cursive script, appearing to read 'G. E. Saxby', written over a horizontal dotted line.

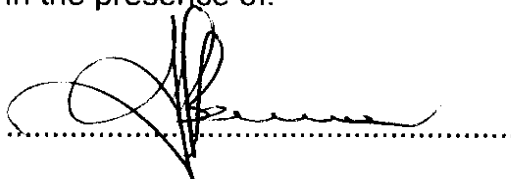
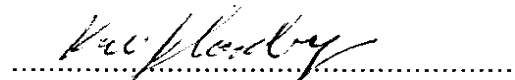
Signed sealed and delivered by the
said KAY ANNE SAXBY
in the presence of:

A handwritten signature in cursive script, appearing to read 'K. A. Saxby', written over a horizontal dotted line.A handwritten signature in cursive script, appearing to read 'K. A. Saxby', written over a horizontal dotted line.

Signed sealed and delivered by the
said KAY ANNE SAXBY
in the presence of:

A handwritten signature in cursive script, appearing to read 'K. A. Saxby', written over a horizontal dotted line.A handwritten signature in cursive script, appearing to read 'K. A. Saxby', written over a horizontal dotted line.

Signed sealed and delivered by the
said KENNETH WILLIAM JOHN SAXBY
in the presence of:

A handwritten signature in cursive script, appearing to read 'K. W. J. Saxby', written over a horizontal dotted line.A handwritten signature in cursive script, appearing to read 'K. W. J. Saxby', written over a horizontal dotted line.

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

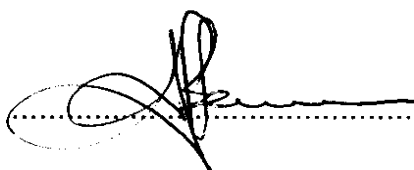
Lengths are in metres

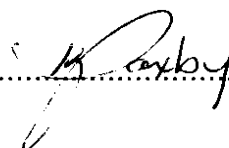
Sheet 3 of 3 Sheets

Plan: D.P. 867202

Plan of Subdivision of Lot 30 DP 598354 and
Lot 918 DP 862776 covered by Council Clerk's
Certificate No. 961471 of 1997.

Signed sealed and delivered by the
said KARENNE DIANE SAXBY
in the presence of:





THE COMMON SEAL ANAMBAH HOMES)
PTY LIMITED was hereunto affixed by)
authority of the Board of Directors)
and in the presence of:)



Director


Secretary

THE COMMON SEAL of MAITLAND)
MUTUAL BUILDING SOCIETY LIMITED)
was hereunto affixed by authority of the)
Board of Directors and in the presence of:)



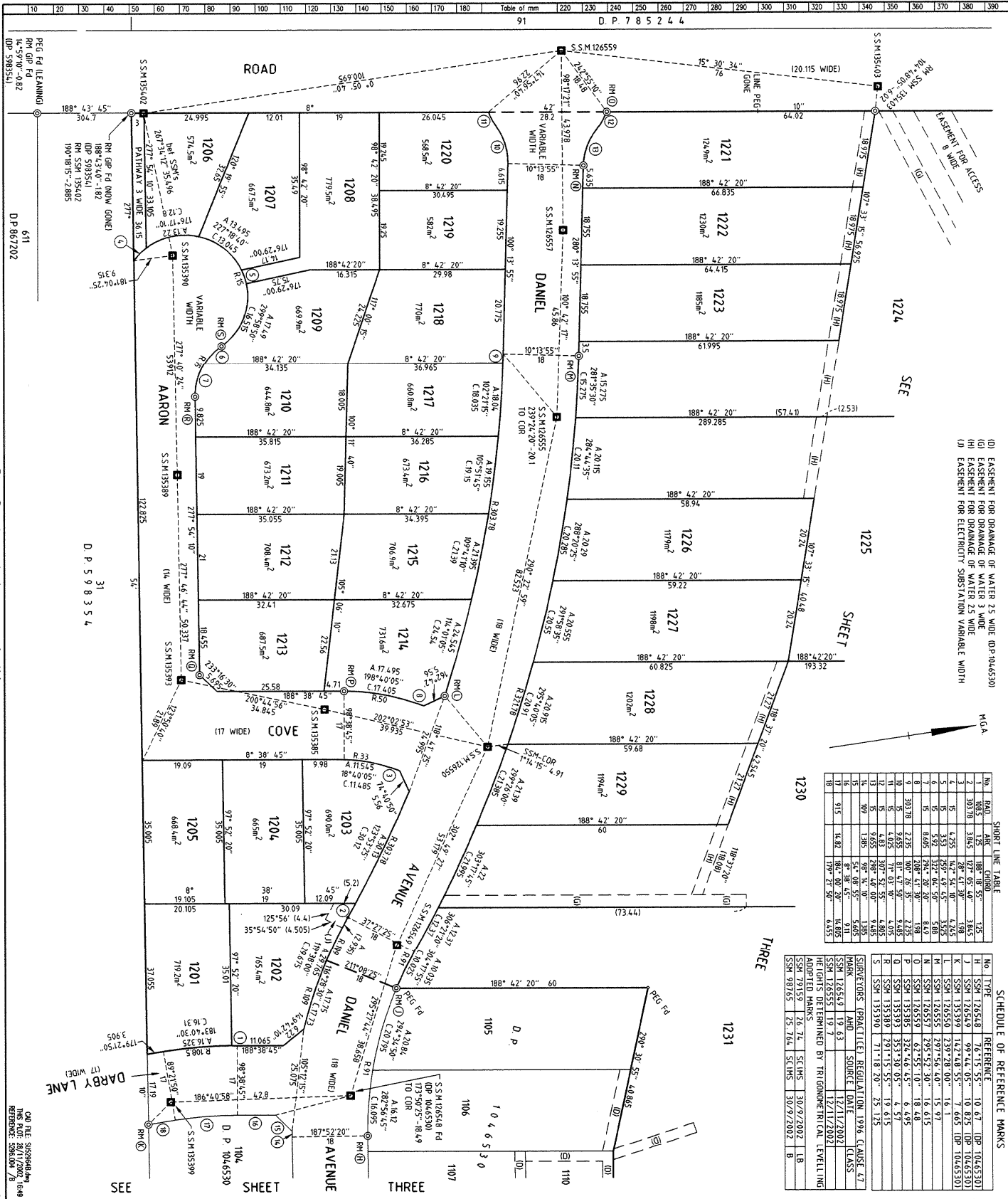


Director

Secretary

SAC/410361.SAM...30/01





SHORT TIME TABLE

No	ROAD	AREA	PERCENTAGE
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3	1203	1.00	100.00
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30	1230	1.00	100.00
31	1231	1.00	100.00

SCHEDULE OF REFERENCE MARKS

No	TYPE	REFERENCE	DATE	CLASS
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2	SSM 126558	10.47	10/6/530	1
3	SSM 126559	10.47	10/6/530	1
4	SSM 126560	10.47	10/6/530	1
5	SSM 126561	10.47	10/6/530	1
6	SSM 126562	10.47	10/6/530	1
7	SSM 126563	10.47	10/6/530	1
8	SSM 126564	10.47	10/6/530	1
9	SSM 126565	10.47	10/6/530	1
10	SSM 126566	10.47	10/6/530	1
11	SSM 126567	10.47	10/6/530	1
12	SSM 126568	10.47	10/6/530	1
13	SSM 126569	10.47	10/6/530	1
14	SSM 126570	10.47	10/6/530	1
15	SSM 126571	10.47	10/6/530	1
16	SSM 126572	10.47	10/6/530	1
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22	SSM 126578	10.47	10/6/530	1
23	SSM 126579	10.47	10/6/530	1
24	SSM 126580	10.47	10/6/530	1
25	SSM 126581	10.47	10/6/530	1
26	SSM 126582	10.47	10/6/530	1
27	SSM 126583	10.47	10/6/530	1
28	SSM 126584	10.47	10/6/530	1
29	SSM 126585	10.47	10/6/530	1
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DP1046531

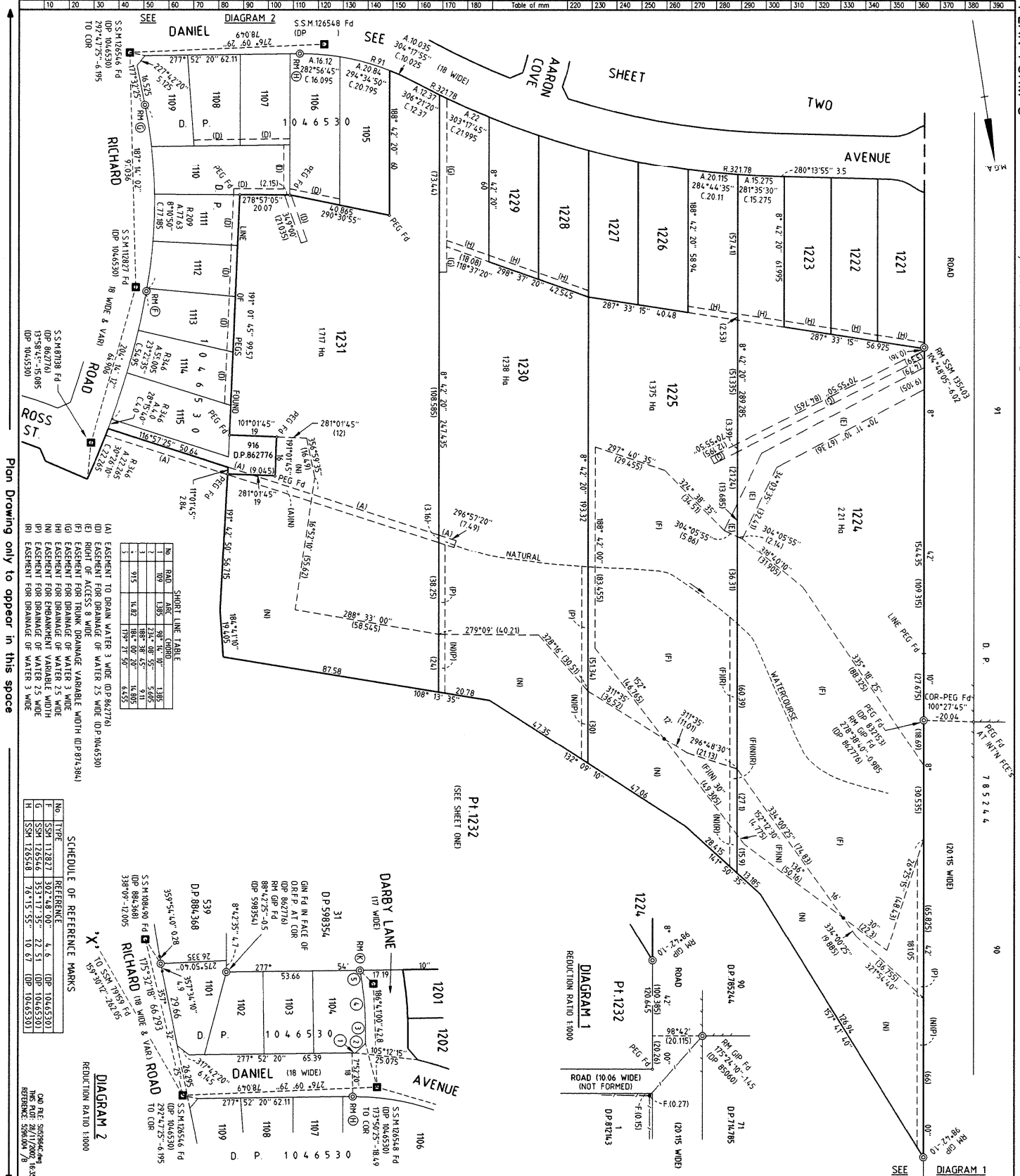
Registered

This is sheet 2 of any plan in 3 sheets dated 14/10/2002

Signature required under Stamp Act 1959

This is sheet 2 of any plan in 3 sheets covered by Subdivision Certificate No 000-421 of 5-12-02

Authorised Representative/Registered Conveyancer
 For use where space is insufficient to any point on this form 2.



DP1046531

3/1/2008

This is sheet 3 of my plan in 3 sheets
dated 14/10/2002

Sumeyor registered under Sumeyors Act 1929
This is sheet 3 of the plan of 3 sheets
covered by Subdivision Certificate No 00021
of 5.12.02

Authorized Person, *James Monaghan/Assistant Cashier*
For use where space is insufficient in any part on Plan
Form 2

Reduction Ratio 1: 1000

SURVEYOR'S REFERENCE: 31/5296-4

**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 OF THE CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 1 of 11)

DP1046531

Plan of Subdivision of Lot 1125 in DP 1046530 covered
 by Subdivision Certificate No. 00621.....
 Dated the 8th of December 2002.

FULL NAME AND ADDRESS OF THE
 OWNER OF THE LAND:

ANAMBAH HOMES PTY LTD
 C/- PARRY CARROLL KANJIAN
 SOLICITORS
 LEVEL 23 MLC CENTRE
 19 MARTIN PLACE, SYDNEY NSW 2000

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	(H) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE	1221 1222 1223 1224 1225 1230 1229 1228	1222-1226 INCLUSIVE 1223-1226 INCLUSIVE 1224-1226 INCLUSIVE 1225 AND 1226 1226 1227, 1228 AND 1229 1227 AND 1228 1227

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:
2	(G) EASEMENT FOR DRAINAGE OF WATER 3 WIDE	1224, 1225 AND 1230	MAITLAND CITY COUNCIL

SN amh



Job No. S88B/31/5296-4

**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 OF THE CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 2 of 11)

DP1046531

Plan of Subdivision of Lot 1125 in DP 1046530 covered
by Subdivision Certificate No...00621.....
Dated the 5th of December 2002.

**PART 1 (CREATION)
(CONTINUED)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
3	(E) RIGHT OF ACCESS 8 WIDE	1224 AND 1225	MAITLAND CITY COUNCIL

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:
4	RESTRICTION ON THE USE OF LAND	EACH LOT EXCEPT LOT 1232	EVERY OTHER LOT EXCEPT LOT 1232

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:
5	(J) EASEMENT FOR ELECTRICITY SUBSTATION VARIABLE WIDTH	1202	ENERGY AUSTRALIA

Al amda



**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 OF THE CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 3 of 11)

Plan:

Plan of Subdivision of Lot 1125 in DP 1046530 covered
 by Subdivision Certificate No. 00621
 Dated the 5th of December 2002.

DP1046531

**PART 1 (CREATION)
 (CONTINUED)**

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	(P) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE	1224 AND 1230	1232

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:
7	(N) EASEMENT FOR EMBANKMENT VARIABLE WIDTH	1224, 1225, 1230 AND 1231	MAITLAND CITY COUNCIL

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:
8	(R) EASEMENT FOR DRAINAGE OF WATER 3 WIDE	1225	1232 AND MAITLAND CITY COUNCIL

Al and



**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 OF THE CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 4 of 11)

DP1046531

Plan of Subdivision of Lot 1125 in DP 1046530 covered
by Subdivision Certificate No. 00621.....
Dated the 5th of December 2002.

**PART 1 (CREATION)
(CONTINUED)**

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:
9	RESTRICTION ON THE USE OF LAND	1224, 1225, 1230 and 1231	MAITLAND CITY COUNCIL

Mc and


**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 OF THE CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 5 of 11)

DP1046531

Plan of Subdivision of Lot 1125 in DP 1046530 covered
by Subdivision Certificate No. 00621.....
Dated the 5th of December 2002.

PART 2 (TERMS)

**TERMS OF EASEMENT, PROFIT À PRENDRE, RESTRICTION, OR POSITIVE
COVENANT NUMBERED 4 IN THE PLAN.**

- (a) No main building shall be erected on each lot burdened other than with external walls of brick, and/or brick veneer and/or bagged brick and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or bagged brick and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
- (b) No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 110 square metres exclusive of car accommodation, external landings and patios.
- (c) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.

Small



**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 OF THE CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 6 of 11)

Plan of Subdivision of Lot 1125 in DP 1046530 covered
by Subdivision Certificate No. ~~00021~~.....
Dated the 5th of December 2002.

DP1046531

**PART 2 (TERMS)
(CONTINUED)**

- (d) No building shall be erected on each lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the product known as "Colorbond".
- (e) No building shall be erected on each lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
- (f) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (g) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (h) No more than one single dwelling shall be erected on any lot burdened and for this purpose "dwelling" shall not include a building designed for the separate occupation or more than one family unit.
- (i) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick or Colorbond and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (j) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.



Al annd

**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 OF THE CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 7 of 11)

DP1046531

Plan of Subdivision of Lot 1125 in DP 1046530 covered
by Subdivision Certificate No...00621.....
Dated the 5th of December 2002.

**PART 2 (TERMS)
(CONTINUED)**

- (k) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (l) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.
- (m) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (n) No earth, stone or gravel shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (o) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (p) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (q) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (r) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.



Job No. S88B/31/5296-4

**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 OF THE CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 8 of 11)

DP1046531

Plan of Subdivision of Lot 1125 in DP 1046530 covered
by Subdivision Certificate No...02621.....
Dated the 5th of December 2002.

**PART 2 (TERMS)
(CONTINUED)**

- (s) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding two (2) tonne shall be parked or permitted to remain on any lot burdened.

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.

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

**TERMS OF EASEMENT, PROFIT À PRENDRE, RESTRICTION, OR POSITIVE
COVENANT NUMBERED 5 IN THE PLAN.**

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

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

Name of Authority empowered to release, vary or modify easement numbered 5 in the plan.

ENERGY AUSTRALIA



**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 OF THE CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 9 of 11)

DP1046531

Plan of Subdivision of Lot 1125 in DP 1046530 covered
by Subdivision Certificate No. 00621.....
Dated the 5th of December 2002.

**PART 2 (TERMS)
(CONTINUED)**

**TERMS OF EASEMENT, PROFIT À PRENDRE, RESTRICTION, OR POSITIVE
COVENANT NUMBERED 7 IN THE PLAN.**

1. The body having the benefit of this easement and every person authorised by it may:

- (a) construct and maintain on the lots burdened, but only within the site of this easement, whatever embankment or batter is reasonably necessary for the future development of Lot 1232 in the plan and to support the surface or sub-surface or any part of it or any structure or works within Lot 1232 in the plan, and
- (b) do anything reasonably necessary for that purpose, including:
 - entering the lots burdened
 - taking anything onto the lots burdened
 - removing boundary fences and any other improvement and
 - carrying out work.

2. The owner(s) of the Lots burdened must not:

- (a) prevent the future construction of an embankment, or
- (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the embankment or batter, or
- (c) interfere with the embankment or batter or the support it offers.

3. If the owner(s) of the Lots burdened does or allows anything to be done which damages the embankment or batter or impairs its effectiveness, the body having the benefit of this easement may serve not less than 14 days' notice on the owner(s) of the Lots burdened requiring the damage to be repaired or the impairment removed.

If the owner(s) of the Lots burdened does not comply with the notice, the body having the benefit of this easement may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner(s) of the Lots burdened.



Job No. S88B/31/5296-4

**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 OF THE CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 10 of 11)

DP1046531

Plan of Subdivision of Lot 1125 in DP 1046530 covered
by Subdivision Certificate No...00621.....
Dated the 5th of December 2002.

**PART 2 (TERMS)
(CONTINUED)**

4. In exercising those powers (whether or not after serving such a notice), the body having the benefit of this easement must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner(s) and occupier(s) of the Lots burdened, and
- (c) cause as little damages as is practicable to the Lots burdened and any improvement on it, and
- (d) restore the embankment and work site area including the resspreading of topsoil, grass seeding disturbed areas and replacement of any improvements which were removed prior to carrying out work, and
- (e) make good any collateral damage.

Name of Authority empowered to release, vary or modify easement numbered 7 in the plan.

Maitland City Council

**TERMS OF EASEMENT, PROFIT À PRENDRE, RESTRICTION, OR POSITIVE
COVENANT NUMBERED 9 IN THE PLAN.**

No habitable building shall be constructed or permitted to remain on the lots burdened other than a habitable dwelling with a floor level greater than or equal to 0.5 metres above the 1 percent Annual Exceedance Probability Flood Level (Reduced Level 19.0 metres Australian Height Datum).

Name of Authority empowered to release, vary or modify restriction numbered 9 in the plan.

Maitland City Council



**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 OF THE CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 11 of 11)

DP1046531

Plan of Subdivision of Lot 1125 in DP 1046530 covered
by Subdivision Certificate No...00621.....
Dated the 5th of December 2002.

**PART 2 (TERMS)
(CONTINUED)**

APPROVAL BY MAITLAND CITY COUNCIL

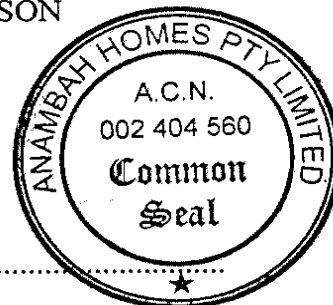
SIGNATURE ON BEHALF OF
MAITLAND CITY COUNCIL.....

AUTHORISED PERSON

THE COMMON SEAL OF
ANAMBAH HOMES PTY LIMITED was
hereunto affixed by authority of the
Board of Directors and in the presence of:

)
)
)
)

Director



.....
Secretary Director

THE COMMON SEAL of
MAITLAND MUTUAL BUILDING SOCIETY
LIMITED was hereunto affixed by authority of
the Board of Directors and in the presence of:

)
)
)
)

Director



.....
Secretary



Form: 01TG
Release: 3-1

TRANSFER
GRANTING EASEM
New South Wales
Real Property Act 1900



AJ11599R

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

Servient Tenement 1230/1046531	Dominant Tenement Easement in Gross
-----------------------------------	--

(B) **LODGED BY**

Document Collection Box 47 V	Name, Address or DX, Telephone, and Customer Account Number if any H.M. Allen & Co. LLPN DX 437 Sydney 123012 E Ph 9232 3652 Reference: HW. 2012-1040	CODE TG
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(C) **TRANSFEROR**

Beverley Anne Fraser

(D) The transferor acknowledges receipt of the consideration of \$ 3,000.00 and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

Easement for Pipeline 3 wide affecting that part of the land designated (A) in Deposited Plan 1192511 in accordance with the terms set out in Annexure A.

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFeree**

HUNTER WATER CORPORATION ABN 46 228 513 446
--

DATE

(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Name of witness:
Address of witness:

Jason Taylor
19 James St., Hamilton

Signature of transferor:

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Name of witness:
Address of witness:

CHERYLEUBE
~~Jason Taylor~~
36 Honysuckle Drive,
19 James St. Hamilton
NEWCASTLE NSW 2300

Signature of attorney:

Attorney's name:
Signing on behalf of:
Power of attorney-Book:
-No.:

PETER JAMES KEMBREY
HUNTER WATER CORP
4659
482

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

CT pro d. 65917

Annexure 'A' to Transfer Granting Easement

Parties:

Beverley Anne Fraser and Hunter Water Corporation

Dated:

Easement for Pipeline Terms

Part A

Definitions and interpretation

- 1 (a) 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.

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 sewerage 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.

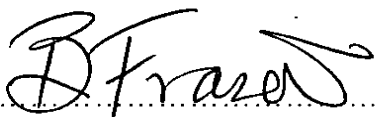
5 Hunter Water covenants with the Burdened Owner that:

- (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
- (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.

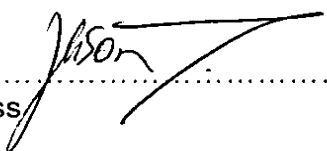
6 Subject to its foregoing rights under this easement, the Burdened Owner covenants with Hunter Water that it will not:

- (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.

Executed by **Beverley Anne Fraser** in the
presence of:



Signature of Beverley Anne Fraser


Witness 

Jason Taylor
Name of Witness

Signed Sealed and Delivered for and on
behalf of **Hunter Water Corporation** by

PETER JAMES KEMBREY

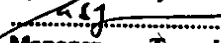
it's duly constituted Attorney pursuant
to Power of Attorney registered
Book 4659 No. 482


Attorney Signature
Witness Signature

CHERYL EUBE
Name of Witness

Bank of Queensland Limited ABN 32 009 656 740 as
Registered Mortgagee under mortgage HE571059

consent to TRANSFER GRANTING EASEMENT
By its Attorney

 GREGORY RUCKE ROOPER
Manager Team Leader Senior Officer
Hewlett-Packard Australia Pty Ltd ACN 004 394 763
Under Power of Attorney
Registered Book 4625 No. 244

And declare that I have no notice or revocation of the
said Power of Attorney

WITNESSED BY :



Charlie Li

229 ELIZABETH STREET
BRISBANE QLD 4000

Certificate No.: PC/2024/2073

Certificate Date: 19/06/2024

Fee Paid: \$67.00

Receipt No.:

Your Reference:

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT: Tranter Lawyers

phoebe@tranterlawyers.com.au

PROPERTY DESCRIPTION: 14A Daniel Avenue RUTHERFORD NSW 2320

PARCEL NUMBER: 61792

LEGAL DESCRIPTION: Lot 1 DP 1202898

IMPORTANT: Please read this Certificate carefully.

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

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

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

SECTION 10.7(2)

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

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

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

State Environmental Planning Policies

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

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

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

Local Environmental Plan (LEP)

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

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

Planning Proposal for a Local Environmental Plan

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

DLEP Implementation of Maitland Local Housing and Rural Land Strategies

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

premises' to support and guide agritourism.

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

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

Draft Development Control Plans

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

Draft State Environmental Planning Policies

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

ITEM 2 – Zoning and land use under relevant planning instruments

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

Zone and Land Use Table from Local Environmental Plan

R1 General Residential

1 Objectives of zone

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

2 Permitted without Consent

Home occupations

3 Permitted with Consent

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

4 Prohibited

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

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

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

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

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

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

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

Is the land within a conservation area, however described?

263 High-Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

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

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

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

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

ITEM 3 – Contribution plans

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

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

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

The land IS NOT in a special contributions area.

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

ITEM 4 – Complying Development

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

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

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

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

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

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

out on the land.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM 5 – Exempt Development

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

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

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

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

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

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

263 High-Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

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

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

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



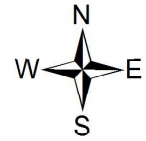
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

14A DANIEL

RUTHERFORD NSW

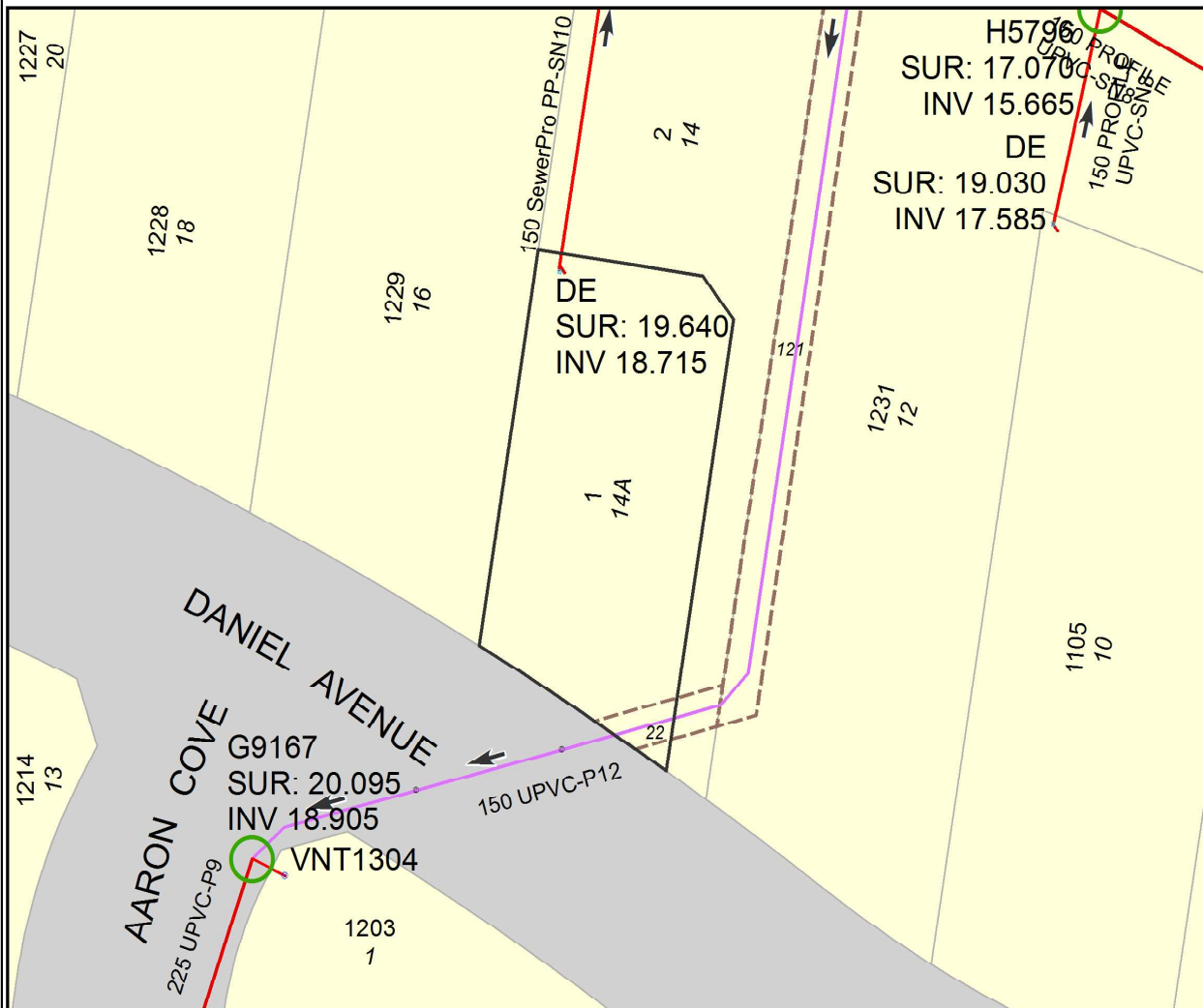
APPLICATION NO.: 1519041

APPLICANT REF: M 53669

RATEABLE PREMISE NO.: 6242020426

PROPERTY ADDRESS: 14A DANIEL AVE RUTHERFORD 2320

LOT/SECTION/DP:SP: 1//DP 1202898



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

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

IMPORTANT:

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

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

Date: 7/10/2021

Scale at A4: 1:500

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CONTOUR DATA © AAMHatch
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SEWER/WATER/RECYCLED WATER
UTILITY DATA
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