

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 168158282	NSW DAN:
vendor's agent	David Haggarty First National Real Estate 454 High Street MAITLAND NSW 2320		Phone: 02 4933 5544 Fax: 02 4933 1706 Ref: Jade Tweedie
co-agent			
vendor			
vendor's solicitor	Hunter Legal & Conveyancing Level 1, Suite 2 12 Elgin Street Maitland NSW 2320		Phone: 1300 224 828 Fax:
date for completion	35 days after the contract date	(clause 15)	Email: sophie@hunterlegal.com.au
land	132 Regiment Road Rutherford NSW 2320		
(Address, plan details and title reference)	Lot 301 of Deposited Plan 793990 301/793990		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space		
	<input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" 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 type="checkbox"/> range hood
	<input 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 type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
Price	\$		Ref:	
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."

<p><b>VENDOR</b></p> <p>Signed By _____</p>		<p><b>PURCHASER</b></p> <p>Signed By _____</p>	
<p>Vendor _____</p> <p>Vendor _____</p>		<p>Purchaser _____</p> <p>Purchaser _____</p>	
<p><b>VENDOR (COMPANY)</b></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>Signature of authorised person _____</p> <p>Name of authorised person _____</p> <p>Office held _____</p>		<p><b>PURCHASER (COMPANY)</b></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>Signature of authorised person _____</p> <p>Name of authorised person _____</p> <p>Office held _____</p>	

SIGNING PAGE

vendor agrees to accept a *deposit-bond*

NO  yes

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

PEXA

**Manual transaction** (clause 30)

NO  yes

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

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

land tax is adjustable

NO  yes

GST: Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0
- 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*  
(residential withholding payment)

NO  yes (if yes, vendor must provide further 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) – further 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 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 *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 33
<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 34
<input type="checkbox"/> 3	<input type="checkbox"/> 35
<input type="checkbox"/> 4	<input type="checkbox"/> 36
<input type="checkbox"/> 5	<input type="checkbox"/> 37
<input checked="" type="checkbox"/> 6	<input type="checkbox"/> 38
<input type="checkbox"/> 7	<input type="checkbox"/> 39
<input type="checkbox"/> 8	<input type="checkbox"/> 40
<input checked="" type="checkbox"/> 9	<input type="checkbox"/> 41
<input type="checkbox"/> 10	<input type="checkbox"/> 42
<input type="checkbox"/> 11	<input type="checkbox"/> 43
<input type="checkbox"/> 12	<input type="checkbox"/> 44
<input type="checkbox"/> 13	<input type="checkbox"/> 45
<input type="checkbox"/> 14	<input type="checkbox"/> 46
<input type="checkbox"/> 15	<input type="checkbox"/> 47
<input checked="" type="checkbox"/> 16	<input type="checkbox"/> 48
<input type="checkbox"/> 17	<input type="checkbox"/> 49
<input type="checkbox"/> 18	<input type="checkbox"/> 50
<input type="checkbox"/> 19	<input type="checkbox"/> 51
<input type="checkbox"/> 20	<input type="checkbox"/> 52
<input type="checkbox"/> 21	<input type="checkbox"/> 53
<input type="checkbox"/> 22	<input type="checkbox"/> 54
<input type="checkbox"/> 23	<input type="checkbox"/> 55
<input type="checkbox"/> 24	<input type="checkbox"/> 56
<input type="checkbox"/> 25	<input type="checkbox"/> 57
<input type="checkbox"/> 26	<input type="checkbox"/> 58
<input type="checkbox"/> 27	<input type="checkbox"/> 59
<input type="checkbox"/> 28	<input type="checkbox"/> 60
<input type="checkbox"/> 29	<input type="checkbox"/> Other
<input type="checkbox"/> 30	<input type="checkbox"/> other document relevant to off the plan contract
<input type="checkbox"/> 31	<input type="checkbox"/> disclosure statement - off the plan contract
<input type="checkbox"/> 32	<input type="checkbox"/> Act 1989
	<input type="checkbox"/> information certificate under Community Land Management Act 2015
	<input type="checkbox"/> information certificate under Strata Schemes Management Act 2015
	<input type="checkbox"/> document disclosing a change in boundaries
	<input type="checkbox"/> document disclosing a change in a development or management contract or statement
	<input type="checkbox"/> document disclosing a change of by-laws
	<input type="checkbox"/> community management statement
	<input type="checkbox"/> community development contract
	<input type="checkbox"/> plan creating community property
	<input type="checkbox"/> property certificate for community property
	<input type="checkbox"/> precinct management statement
	<input type="checkbox"/> precinct development contract
	<input type="checkbox"/> plan creating precinct property
	<input type="checkbox"/> property certificate for precinct property
	<input type="checkbox"/> neighbourhood management statement
	<input type="checkbox"/> neighbourhood development contract
	<input type="checkbox"/> plan creating neighbourhood property
	<input type="checkbox"/> property certificate for neighbourhood property
	<input type="checkbox"/> leasehold strata - lease of lot and common property
	<input type="checkbox"/> strata renewal plan
	<input type="checkbox"/> strata renewal proposal
	<input type="checkbox"/> strata management statement
	<input type="checkbox"/> strata development contract or statement
	<input type="checkbox"/> strata by-laws
	<input type="checkbox"/> plan creating strata common property
	<input type="checkbox"/> property certificate for strata common property

HOLDER OF STRATA OR COMMUNITY TITLE 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.

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<p><b>1</b> This is the statement required by the Conveyancing Act 1919, section 66X. This statement applies to a contract for the sale of residential property.</p>	<p><b>2</b> 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.</p> <p><b>3</b> 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.</p> <p><b>4</b> 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.</p> <p><b>5</b> 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.</p>
<p><b>DISPUTES</b></p> <p>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).</p>	<p><b>AUCTIONS</b></p> <p>Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.</p>

**WARNINGS**

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

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

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

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

1.1	<p>In this contract, these terms (in any form) mean –</p> <p><i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;</p> <p><i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;</p> <p><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;</p> <p><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;</p> <p><i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;</p> <p><i>cheque</i> a cheque that is not postdated or stale;</p> <p><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;</p> <p><i>completion time</i> the time of day at which completion is to occur;</p> <p><i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;</p> <p><i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –</p> <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul> <p><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);</p> <p><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;</p> <p><i>document of title</i> document relevant to the title or the passing of title;</p> <p><i>ECNL</i> the Electronic Conveyancing National Law (NSW);</p> <p><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>;</p> <p><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>;</p> <p><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>;</p> <p><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);</p> <p><i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i>, being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i>;</p> <p><i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;</p> <p><i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax) Act 1999 (General) Act 1999 (10% as at 1 July 2000);</p> <p><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>);</p> <p><i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11<sup>th</sup> if not);</p> <p><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;</p> <p><i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;</p> <p><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>;</p> <p><i>normally</i> subject to any other provision of this contract;</p> <p><i>participation rules</i> the participation rules as determined by the <i>ECNL</i>;</p> <p><i>party</i> each of the vendor and the purchaser;</p> <p><i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;</p> <p><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>;</p> <p><i>populate</i> to complete data fields in the <i>Electronic Workspace</i>;</p>
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<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

8.2	If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can terminate by serving a notice. After the termination –
8.2.1	the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
8.2.2	the purchaser can sue the vendor to recover damages for breach of contract; and
8.2.3	if the purchaser has been in possession a party can claim for a reasonable adjustment.
<b>9</b>	<b>Purchaser's default</b>
	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.
<b>10</b>	<b>Restrictions on rights of purchaser</b>
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 or 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 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. Normally, the purchaser cannot make a claim or requisition or rescind 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).
<b>11</b>	<b>Compliance with work orders</b>
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.
<b>12</b>	<b>Certificates and inspections</b>
	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	<b>Adjustments</b>
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 <i>adjustment date</i> after which the purchaser will be entitled and liable.
14.2	The <i>parties</i> must make any necessary adjustment on completion, and –
14.2.1	the purchaser must provide the vendor with <i>adjustment figures</i> at least 2 <i>business days</i> before the date for completion; and
14.2.2	the vendor must confirm the <i>adjustment figures</i> at least 1 <i>business day</i> before the date for completion.
14.3	If an amount that is adjustable under this contract has been reduced under <i>legislation</i> , the <i>parties</i> must on completion adjust the reduced amount.
14.4	The <i>parties</i> 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 <i>adjustment date</i> –
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 –
	<ul style="list-style-type: none"> <li>• the person who owned the land owned no other land;</li> <li>• the land was not subject to a special trust or owned by a non-concessional company; and</li> <li>• if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.</li> </ul>
14.5	The <i>parties</i> 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 <i>parties</i> 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 <i>adjustment date</i> , 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 unbillable days up to and including the <i>adjustment date</i> .
14.8	The vendor is liable for any amount recoverable for work started on or before the contract date on the <i>property</i> or any adjoining footpath or road.
15	<b>Date for completion</b>
	The <i>parties</i> must complete by the date for completion and, if they do not, a <i>party</i> can serve a notice to complete if that <i>party</i> is otherwise entitled to do so.
16	<b>Completion</b>
16.1	Normally, on completion the vendor must cause the legal title to the <i>property</i> (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 <i>property</i> 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 <i>party</i> 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.
16.5	On completion the purchaser must pay to the vendor –
16.5.1	the price less any –
	<ul style="list-style-type: none"> <li>• deposit paid;</li> <li>• <i>FRGW remittance</i> payable;</li> <li>• <i>GSTRW payment</i>; and</li> <li>• amount payable by the vendor to the purchaser under this contract; and</li> </ul>
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 <i>deposit-bond</i> , at least 1 <i>business day</i> before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the <i>depositholder</i> 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	<b>Possession</b>
17.1	Normally, the vendor must give the purchaser vacant possession of the <i>property</i> 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 <i>rescind</i> if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

20.14	The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
20.15	Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16	Each party consents to –
20.16.1	any party signing this contract electronically; and
20.16.2	the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
20.17	Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
21	<b>Time limits in these provisions</b>
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 <i>business day</i> , the time is extended to the next <i>business day</i> , 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	<b>Foreign Acquisitions and Takeovers Act 1975</b>
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	<b>Strata or community title</b>
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
23.2.5	and s171 Community Land Management Act 2021;
23.2.5	'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015
23.2.6	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.
23.5	<b>• Adjustments and liability for expenses</b>
	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.

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 <i>Land Registry</i> of the registration copy of that document.
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.
25.10	The vendor must give a proper covenant to produce where relevant.
25.9	If on completion the vendor has possession or control of a <i>document of title</i> that relates also to other property, the vendor must produce it as and where necessary.
25.8	On completion the vendor must give the purchaser any <i>document of title</i> that relates only to the property.
25.7.3	(whether in registrable form or not).
25.7.2	the vendor does not have to provide an abstract if this contract contains a delimitation plan
25.7.1	clause 25.7.1 does not apply to a document which is the good root of title; and of the land);
25.7	area or dimensions of the land (for example, by including a metres and bounds description or a plan normally, the abstract of title need not include any document which does not show the location, in the case of land under limited title but not under qualified title –
25.6.3	each vendor must give proper covenants for title as regards that vendor's interest.
25.6.2	abstract of title; and
25.6.1	the purchaser does not have to serve the transfer until after the vendor has served a proper in this contract 'transfer' means conveyance;
25.6	In the case of land under old system title –
25.5.4	need not include anything evidenced by the Register kept under the Real Property Act 1900.
25.5.3	normally, need not include a Crown grant; and
25.5.2	in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
25.5.1	30 years old at the contract date);
25.5	must start with a good root of title (if the good root of title must be at least 30 years old, this means An abstract of title –
25.4.2	has attached a legible photocopy of it or of an official or registration copy of it.
25.4.1	shows its date, general nature, names of parties and any registration number; and
25.4	codicil) in date order, if the list in respect of each document –
25.3	An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or the purchaser before the contract date, the abstract or part is served on the contract date.
25.2	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 vendor must serve a proper abstract of title within 7 days after the contract date.
25.1.2	on completion is to be under one of those titles.
25.1.1	is under qualified, limited or old system title; or
25.1	This clause applies only if the land (or part of it) –
25	<b>Qualified title, limited title and old system title</b>
24.4.5	obligation is disclosed in this contract and is to be complied with after completion.
24.4.4	the purchaser must comply with any obligation to the tenant under the lease, to the extent that the complied with by completion; and
24.4.3	the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be document concerns the rights of the landlord or the tenant after completion;
24.4.2	any document served by the tenant under the lease and written details of its service, if the if the document concerns the rights of the landlord or the tenant after completion; and
24.4.1	a copy of any document served on the tenant under the lease and written details of its service, any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
24.4	any certificate given under the Retail Leases Act 1994 in relation to the tenancy; completion;
24.3	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 the vendor must give to the purchaser –
24.2	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;
24.1	if the security is not transferable, each party must do everything reasonable to cause a replacement compensation for any of the money that has been applied for any other purpose;
24	any money paid by the tenant for a purpose that has not been applied for that purpose and money in the fund or interest earned by the fund that has been applied for any other purpose; and
24.4.1	any money in a fund established under the lease for a purpose and compensation for any security is transferable);
24.4	any remaining bond money or any other security against the tenant's default (to the extent the the vendor must allow or transfer –
24.4	If the property is subject to a tenancy on completion –

**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.
<b>30</b>	<b>Manual transaction</b>
30.1	This clause applies if this transaction is to be conducted as a manual transaction.
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.
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.
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 GST/RW payment the purchaser must – 30.12.1 produce on completion a settlement cheque for the GST/RW 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 GST/RW 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.
<b>31</b>	<b>Foreign Resident Capital Gains Withholding</b>
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.

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**1. Alteration to Printed Form**

The Vendor and the Purchaser agree that the clauses of the printed form of contract are amended as follows:

- a) Clause 14.2.1 and 14.2.2 shall be deleted.
- b) Clause 18 is amended by adding the following Clause 18.8 'The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property.'
- c) Clause 23.9.1 shall be deleted.
- d) Clause 23.13 is amended and replaced with 'The Purchaser must obtain a copy of the information certificate, section 109 or section 184 certificate under the Strata Schemes Management Act 2015 in relation to the property at least 7 days before completion and service it on the Vendor via email.'
- e) Clause 23.14 shall be deleted.

**2. Claims by the Purchaser**

Notwithstanding the provisions of Clause 6 and 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 7 and 8 entitling the Vendor to rescind this contract.

**3. Reasonable Notice**

- 3.1. It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform, pursuant to Clause 15, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose, notwithstanding the provision of Clause 21.1.

- 3.2. It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform by the Vendor, then in addition to the balance of the price, the Purchaser shall pay to the Vendor the sum of Five Hundred Dollars (\$500.00) exclusive of GST, agreed reasonable legal expense incurred by the Vendor as a result of having to issue such Notice.

- 3.3. The Purchaser's obligation to pay the sum referred to in Clause 3.2 hereof is an essential term of this contract and shall in no way effect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of contract.

**4. Liquidated Damages**

- 4.1. In the event that the Purchaser does not complete this contract on or before the completion date and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the balance of the purchase price at the rate of 10% pa until completion.

- 4.2. The sum of Four Hundred and Forty Dollars (\$440.00) on account of the additional legal fees incurred by the Vendor because of the delay.

- 4.3. The Purchaser acknowledges that the payment of liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

## **5. Death, Mental Incapacity or Assignment of Estate**

If the Purchaser or Vendor or any one or more of them shall die, become mentally incapacitated or bankrupt prior to completion of this contract, then either party may, by notice in writing to the other party's legal representative rescind this contract whereupon the provisions of this contract as to rescission shall apply. The provisions of this clause do not apply in the event of the death of a Vendor who owns his or her interest in the property as joint tenants.

## **6. Condition of Property**

The Purchaser acknowledges to the Vendor that:

- 6.1 The Purchaser relies upon his own inspections and enquiries in relation to the property and not upon any warranties or representations made by or on behalf of the Vendor (except as are expressly set out in this contract).
- 6.2 The Purchaser is satisfied as to the approved and capable use and condition of the property.
- 6.3 The Purchaser acknowledges that the property (including its appurtenances if any) is sold in its present condition and state of repair and that he has satisfied himself by his own inspection and inquiries as to the state of repair condition and nature of the property and of any of improvements included with it and that unless otherwise contained in this contract no warranty representation of undertaking on the part of the Vendor in relation to such property and improvements has been made and no requisition or claim shall be made by the Purchaser in respect of such matters. The Purchaser shall not call upon the Vendor to do any work whatsoever in relation to the said property or any of its improvements.
- 6.4 The Purchaser will not make any requisitions, raise any objection or claim any compensation in respect of the relationship of the property to the boundaries and the position of the fencing, if any, on the boundaries of the said land.
- 6.5 The Vendor shall not be responsible for any mechanical breakdown after the making of this contract in respect of any inclusions.

## **7. Deposit**

In the event:

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

Then the Vendor, as a consideration of accepting less than a 10% deposit, shall be entitled to recover from the Purchaser of the amount equal to 10% of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This Clause shall not merge on termination of this agreement.

## 8. Deposit Bond

The parties agree that in the event the Purchaser requests to use a Deposit Bond, a Deposit Bond will be accepted provided the Deposit Bond:

- a) is underwritten by **QBE Insurance (Australia) Ltd.**;
- b) is for an amount equal to the 10% deposit or the balance of the 10% deposit in accordance with the contract;
- c) must be valid for the period of the contract;
- d) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;
- e) contains the name of the Purchaser and makes reference to the contract and the sale of the property.

There are several agents who are able to provide a Deposit Bond on behalf of QBE Insurance (Australia) Ltd, including **Deposit Assure Pty Ltd** ([www.depositassure.com.au](http://www.depositassure.com.au))

## 9. Purchaser's Warranty as to Real Estate Agent

9.1 The Purchaser warrants that the Purchaser was not introduced to the property or to the Vendor by a Real Estate Agent other than the Real Estate Agent, if any, specified on the front page of the contract. The Purchaser will indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the Purchaser's breach of this warranty.

9.2 This warranty and indemnity will not merge on completion.

9.3 The Vendor warrants that the Vendor has not entered into a sole or exclusive agency agreement as at the date hereo with any agent other than the agent specified on the front page of the contract.

## 10. Release of Deposit

The Purchaser acknowledges that in the event the Vendor wishes to enter into contract for the purchase of another property the Vendor will require certain deposit moneys to enable exchange of contracts to occur. The Purchaser hereby irrevocably authorises the agent to release sufficient monies to enable the Vendor to exchange contracts for the purchaser of such property as aforementioned provided such moneys so released are held in the trust account of a Licensed Real Estate Agent or Solicitor.

## 11. Limited Title

This condition is applicable if the title of the subject property is Torrens Title subject to a limitation pursuant to Section 28T(4) of the Real Property Act 1900, which relates to the boundaries of the land. The Purchaser shall not make any requisition, objection or claim for compensation, nor have any right of rescission in respect of the limitation, nor shall the Purchaser require the vendor to provide an abstract or prove prior old system title in relation thereto.

## 12. Electronic Signature

12.1 This contract may be signed in any number of counterpart with the same effect as if the signatures to each counterpart were on the same instrument.

12.2 Execution by the parties of the contract by email or electronically via DocuSign (or equivalent encryption software) and transmission of the executed contract by either of those means shall constitute a valid and binding executed of this contract by such part or parties. For the purpose of the *Electronic Transaction Act 1999* (Cth) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the contract electronically.

12.3. The Purchaser acknowledges and agrees that an original 'ink' signed copy of the Vendor's signed contract will not be provided.

12.4. The parties further agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this contract or delay the completion of this contract due to any matter disclosed in this Special Condition.

### **13. Error in Adjustment of Outgoings**

Should any apportionment of outgoings required to be made under this contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being so requested by the other party, that the correct calculation be made and paid to the party to whom it is payable by the party liable for the payment. This Clause shall not merge on completion of this contract.

### **14. Deposit by Instalments under Cooling Off Period**

Notwithstanding Clause 2 of this contract, if a cooling off period applies to this contract, the Purchaser may pay the deposit in two (2) instalments as follows:

- i. 0.25% of the agreed purchase price to be paid on or before the date of the contract; and
- ii. 9.75% of the agreed purchase price to be paid at any time before 5pm on the fifth (5<sup>th</sup>) business day after the date on which this contract was made.

### **15. Hunter Water Sewer Service Diagram**

The Purchaser acknowledges that Hunter Water does not provide a sewer service diagram in respect of the property as required by legislation and the Purchaser cannot make any claim, objection or requisition, rescind or terminate or delay completion in relation to same.

### **16. Tenancy**

The Purchaser acknowledges that if there is currently a tenant in the property and this contract requires vacant possession of the property to be delivered to the Purchaser, the Vendor is required to give the tenant, in writing, thirty (30) days' notice that the tenant is required to vacate the property ('the Notice'). The Vendor agrees to cause the real estate agent to serve the Notice on the tenant. In the event the tenant does not vacate the property within the thirty (30) day period specified in the Notice, the completion date is extended by a reasonable period of time to allow the Vendor to deliver vacant possession of the property.

### **17. Caveat or Mortgage**

The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Mortgage or Charge or Withdrawal of any Caveat affecting the subject land. If at the date of completion of this contract there is noted on any Certificate of Title in respect of the property or any part thereof Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

### **18. Extension(s) to Cooling Off Period and/or Subject to Finance Clause**

If a cooling off period or subject to finance period applies to this contract then on request for extension and each subsequent occasion that the Purchaser requests an extension thereof and the request is granted by the Vendor, the Purchaser much on completion pay a further sum of Two Hundred and Twenty Dollars (\$220.00) inclusive of GST for the Vendor's additional legal costs associated with dealing with the Purchaser's request(s) for each extension granted. These fees

are agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor's actual costs. This sum shall fall due and payable on settlement or in the case of rescission upon service of the Notice of Rescission.

## **19. Irrevocable Authority**

Should the deposit payable under this contract be held in trust by our office on behalf of the Purchaser, then the parties agree that the deposit funds held are to be loaded to the PEXA workspace and disbursed to the Vendor on settlement.

No further authority is required from the Purchaser for the above-mentioned funds to be released on settlement.

## **20. Release of Deposit for Settlement**

If the Vendor (or any one of the Vendors) requires the deposit or any part of it to complete a simultaneous purchase or to pay sale costs on the date for completion, the Purchaser's representative agrees to authorise the deposit holder to transfer the deposit into the trust account of the Vendor's representative for the Vendors to use at completion.

## **21. GST**

The Purchaser warrants that the property will be used predominantly for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

## **22. Settlement Figures**

The Purchaser's representative must prepare and serve proposed settlement sheet with supporting certificates to the Vendor's representative five (5) clear business days prior to the settlement date. If the proposed settlement sheet is provided less than five (5) clear business days prior to completion, the Purchaser will allow the sum of Two Hundred Dollars (\$200.00) plus GST to cover the Vendor's representative's costs for the late preparation of the Settlement Adjustment Sheet.

**23. Company Guarantee & Indemnity**

- 23.1. The provisions of this special condition apply if the Purchaser is a corporation but does not apply to a corporation listed on the Australian Stock Exchange. This special condition is an essential term of this contract.
- 23.2. The work guarantor means each director of the Purchaser, as at the date of this contract.
- 23.3. If the guarantor has not signed where provided under this special condition, the Vendor may terminate this contract by serving notice within fourteen (14) days after the date of this contract.
- 23.4. Where the Purchaser is a company, the officers or persons who sign this contract on behalf of the company or who attests the Seal of the company on this contract.
  - a) Jointly and separately guarantees all obligations of the Purchaser under this agreement including the payment of the purchase price and the performance of all the Purchaser's obligations; and
  - b) Jointly and separately indemnifies the Vendor in respect of any default of the Purchaser under this agreement.
- 23.5. This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this agreement between the Vendor and the Purchaser.
- 23.6. 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.

SIGNED IN MY PRESENCE BY  
THE GUARANTOR

\_\_\_\_\_  
**Signature of Guarantor**

who is known to me:

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Print Name of Witness**

SIGNED IN MY PRESENCE BY  
THE GUARANTOR

\_\_\_\_\_  
**Signature of Guarantor**

who is known to me:

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Print Name of Witness**

**RESIDENTIAL PROPERTY REQUISITIONS ON TITLE**

<b>Possession and tenancies</b>	
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. Please provide details of any bond together with the Rental Bond Board's reference number. (e) 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 <i>Landlord and Tenant (Amendment) Act 1948</i> ).
5.	If the tenancy is subject to the <i>Residential Tenancies Act 2010 (NSW)</i> : (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order? (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.
6.	<b>Title</b> Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7.	On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8.	Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9.	When and where may the title documents be inspected?
10.	Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.
11.	<b>Adjustments</b> 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.	<b>Survey and building</b> Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14.	Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.	(a) Have the provisions of the <i>Local Government Act, the Environmental Planning and Assessment Act 1979</i> and their regulations been complied with? (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure? (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
  - (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. 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?
- 17. If a swimming pool is included in the property:
  - (a) when did construction of the swimming pool commence?
  - (b) Is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations**

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

**Capacity**

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

**Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquires and inspection of the deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.



**LAND  
REGISTRY  
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

**Title Search**

Information Provided Through  
triSearch (Leap)  
Ph. 02 9247 1806

FOLIO: 301/793990

SEARCH DATE	TIME	EDITION NO	DATE
16/7/2025	4:46 PM	10	8/9/2018

LAND

LOT 301 IN DEPOSITED PLAN 793990  
AT RUTHERFORD  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP793990

FIRST SCHEDULE

(T AJ122857)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:  
DP264378 TO DRAIN WATER
- 3 DP793990 RESTRICTION(S) ON THE USE OF LAND
- 4 AJ122858 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

251713...

PRINTED ON 16/7/2025

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

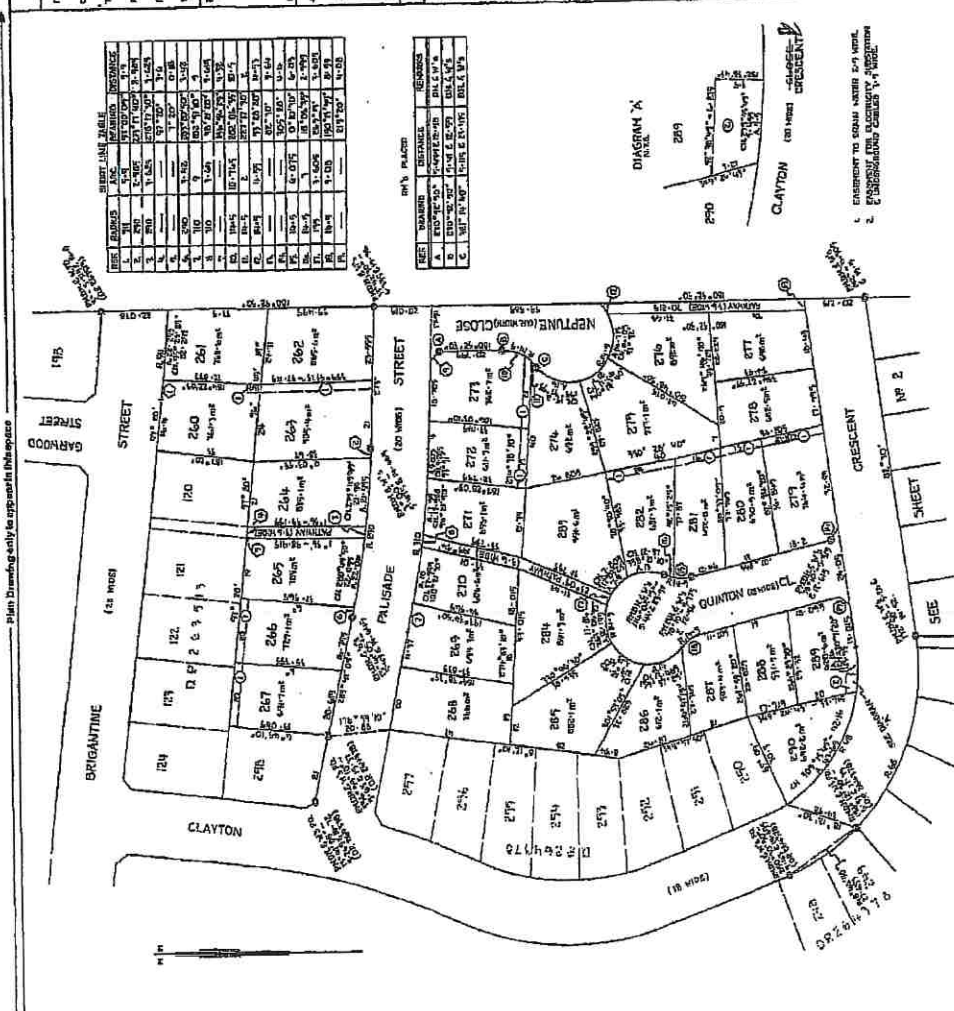
OFFICIAL USE ONLY  
DP 793990  
Case No. 88/062 of 1-12-1989  
Town District: TORRENS  
Project: SUBDIVISION  
File No. UN4712-24  
Lot Plan DP 264-77B  
1/10 of subdivision of Lot 67A.

Location: NORTH  
City: MANTLAND  
Locality: RUTHERFORD  
Market: GOSFORTH  
Country: NORTHERN IRELAND

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Lot No.	Area (sq m)	Area (sq ft)	Remarks
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**INSTRUMENT SETTING OUT TERMS OF RESERVES AND RESTRICTIONS ON THE USE OF LAND REFERRED TO IN PARAGRAPH 2 OF SECTION 187, SUBDIVISION ACT, 1974**

THIS INSTRUMENT SETS OUT THE TERMS OF RESERVES AND RESTRICTIONS ON THE USE OF LAND REFERRED TO IN PARAGRAPH 2 OF SECTION 187, SUBDIVISION ACT, 1974

(Sheet 2 of 4 Sheets)

Plan: DP73390

PAGE 1

Subdivision covered by Councils Clerk's Certificate No. 432/948/663-25/062 dated 1-11-1983

Plan: DP73390

Subdivision covered by Councils Clerk's Certificate No. 432/948/663-25/062 dated 1-11-1983

**SCHEDULE OF LOTS ETC REFERRED**

Subdivision covered by Councils Clerk's Certificate No. 432/948/663-25/062 dated 1-11-1983

Lot: 119 and 119

Subdivision covered by Councils Clerk's Certificate No. 432/948/663-25/062 dated 1-11-1983

**SCHEDULE OF LOTS ETC REFERRED**

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Lot: 119 and 119

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Lot: 119 and 119

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Lot: 119 and 119

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Lot: 119 and 119

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Lot: 119 and 119

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Lot: 119 and 119

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Lot: 119 and 119

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Lot: 119 and 119

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**SCHEDULE OF LOTS ETC REFERRED**

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Lot: 119 and 119

Subdivision covered by Councils Clerk's Certificate No. 432/948/663-25/062 dated 1-11-1983

**INSTRUMENT SETTING OUT TERMS OF RESERVES AND RESTRICTIONS ON THE USE OF LAND REFERRED TO IN PARAGRAPH 2 OF SECTION 187, SUBDIVISION ACT, 1974**

THIS INSTRUMENT SETS OUT THE TERMS OF RESERVES AND RESTRICTIONS ON THE USE OF LAND REFERRED TO IN PARAGRAPH 2 OF SECTION 187, SUBDIVISION ACT, 1974

(Sheet 3 of 4 Sheets)

Plan: DP73390

PAGE 2

Subdivision covered by Councils Clerk's Certificate No. 432/948/663-25/062 dated 1-11-1983

Plan: DP73390

Subdivision covered by Councils Clerk's Certificate No. 432/948/663-25/062 dated 1-11-1983

**TERMS OF RESTRICTION ON USE SHARPLY REFERRED TO IN ABOVE MENTIONED PLAN**

Subdivision covered by Councils Clerk's Certificate No. 432/948/663-25/062 dated 1-11-1983

1) No building shall be erected or be permitted to be erected on any lot burdened having external walls of material other than brick stone glass or natural slates but this restriction shall not apply to

infill panels and gables and in a building having external walls of material other than brick stone glass or natural slates where the total area of the infill panels and gables does not exceed 25% of the total area of all external walls of the building

2) No earth stone gravel or tress 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 appear or remain in an excavated or quarried state.

3) No advertisement sign or similar structure shall be erected or permitted to remain on any lot burdened and neither any lot burdened nor any building erected thereon shall be used for the purpose of displaying or advertising any goods or services or for the sale or disposal of any goods or services or for the holding or letting of the lot or any building thereon or to the inspection of any such building as display home.

4) No earth building or other improvement shall be erected on any lot burdened except of entirely new materials but no excavation will be taken to the level of clean handstock bricks or clean natural stone building blocks which are not new. In respect of any building erected on any lot burdened the height of the building shall not exceed the height of the existing building on the lot or any building thereon or to the inspection of any such building as display home.

5) No main building or other improvement shall be erected on any lot burdened except of entirely new materials but no excavation will be taken to the level of clean handstock bricks or clean natural stone building blocks which are not new. In respect of any building erected on any lot burdened the height of the building shall not exceed the height of the existing building on the lot or any building thereon or to the inspection of any such building as display home.

6) No lot burdened shall be used for other than residential purposes.

7) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

8) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

9) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

10) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

11) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

12) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

13) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

14) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

15) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

16) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

17) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

18) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

19) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

20) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

21) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

22) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

23) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

24) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

25) No main building shall be erected or permitted to remain on any lot burdened unless the sewage or effluent water of any kind is directed by a pipe system to the sewer.

REGISTERED PLAN 15-12-1983

This is Sheet 3 of 4 Sheet Instrument

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 12th DECEMBER, 1989

10 20 30 40 50 60 70 Table of 100 110 120 130 140

REGISTERED PLAN 15-12-1983

This is Sheet 2 of 4 Sheet Instrument

2

PLAN FORM 2

Signature and seal only.  
 THE COMMON SEAL OF B. HAWKINS & SONS  
 REGISTRARS OF LANDS IN THE  
 PRESENCE OF:



By the Registrar-General

1. This plan of subdivision is to be approved only if the Registrar-General is satisfied that the proposed subdivision is in the public interest and that the proposed subdivision is in accordance with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW).

2. The Registrar-General is satisfied that the proposed subdivision is in the public interest and that the proposed subdivision is in accordance with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW).

3. The Registrar-General is satisfied that the proposed subdivision is in the public interest and that the proposed subdivision is in accordance with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW).

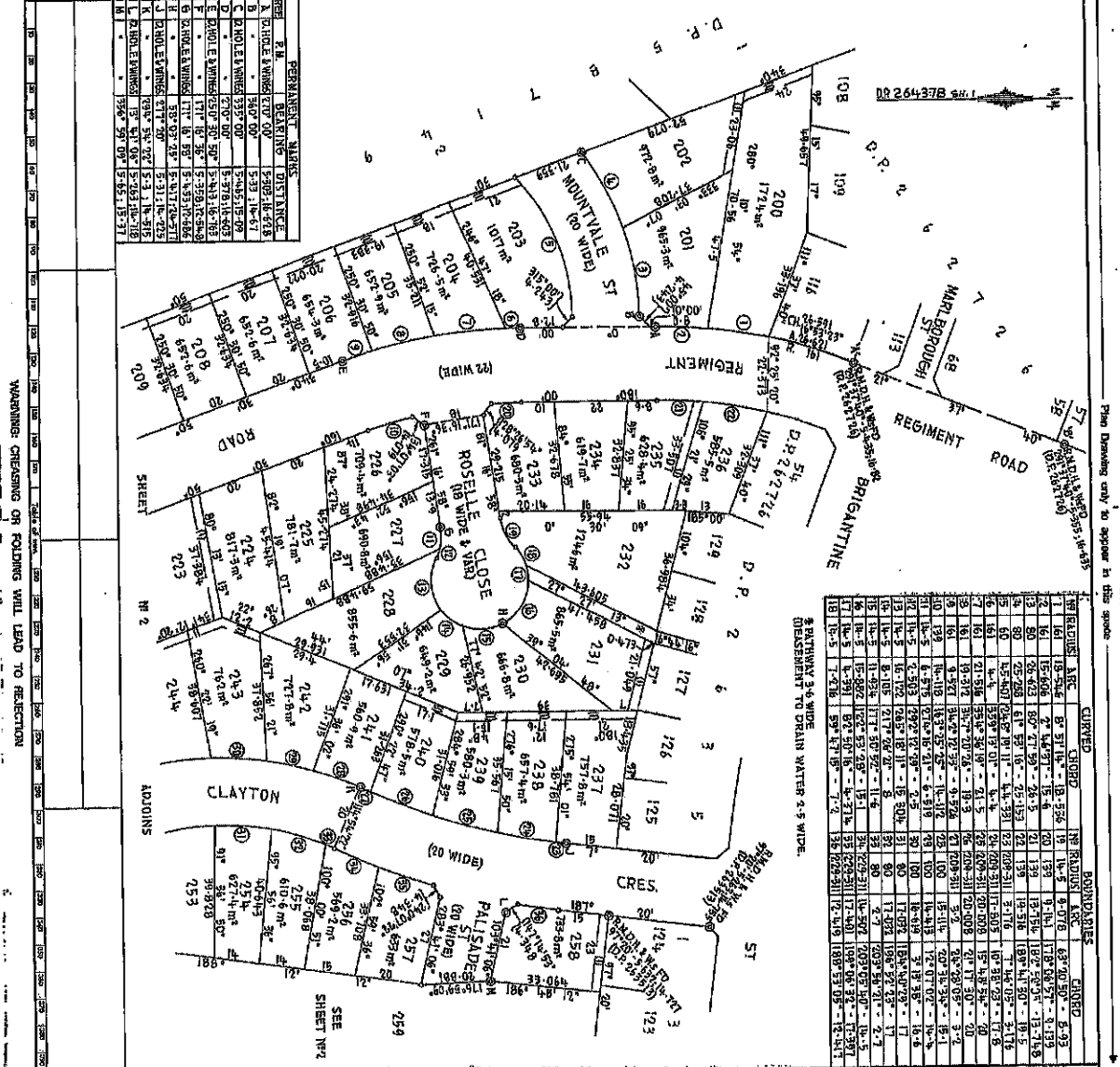
4. The Registrar-General is satisfied that the proposed subdivision is in the public interest and that the proposed subdivision is in accordance with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW).

5. The Registrar-General is satisfied that the proposed subdivision is in the public interest and that the proposed subdivision is in accordance with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW).

6. The Registrar-General is satisfied that the proposed subdivision is in the public interest and that the proposed subdivision is in accordance with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW).

7. The Registrar-General is satisfied that the proposed subdivision is in the public interest and that the proposed subdivision is in accordance with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW).

8. The Registrar-General is satisfied that the proposed subdivision is in the public interest and that the proposed subdivision is in accordance with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW).



WARNINGS, CHARGES OR FOLDS WILL LEAD TO REJECTION

1. Bruce Richard Davles, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photocopy made as a permanent record of a document in my custody this day.

4th August, 1983

DESCRIPTION ACCEPTED BY COUNCIL

BY [Signature] COUNCIL CLERK

PLAN OF SUBDIVISION OF LOT 194 OF DP 264378

REGISTRATION NO. 18281959

TORENS SUBDIVISION

U 4572-23

PLAN FORM 2

PLAN FORM 3 To be used in conjunction with Plan Form 2

PERMITS MARKS

SEE P.M.	RECYCLING	15 11 10	5 371 14 15
P. D. HOLE & WINGS	15 11 10	5 445 14 103	
P. D. HOLE & WINGS	17 01 00	5 441 14 095	
P. D. HOLE & WINGS	19 03 31	5 371 14 723	
P. D. HOLE & WINGS	20 03 50	5 443 14 465	
P. D. HOLE & WINGS	25 03 50	5 425 14 672	

DP: 264378

Regiment 1028 1983 KTB

This is sheet 2 of my plan in 2 sheets dated 1-6-83

Surveyor registered under Surveyors Act 1928

This is sheet 2 of the plan of 2 sheets covered by my Certificate No 193186744 of 21 July 1983.

Cowell Clerk

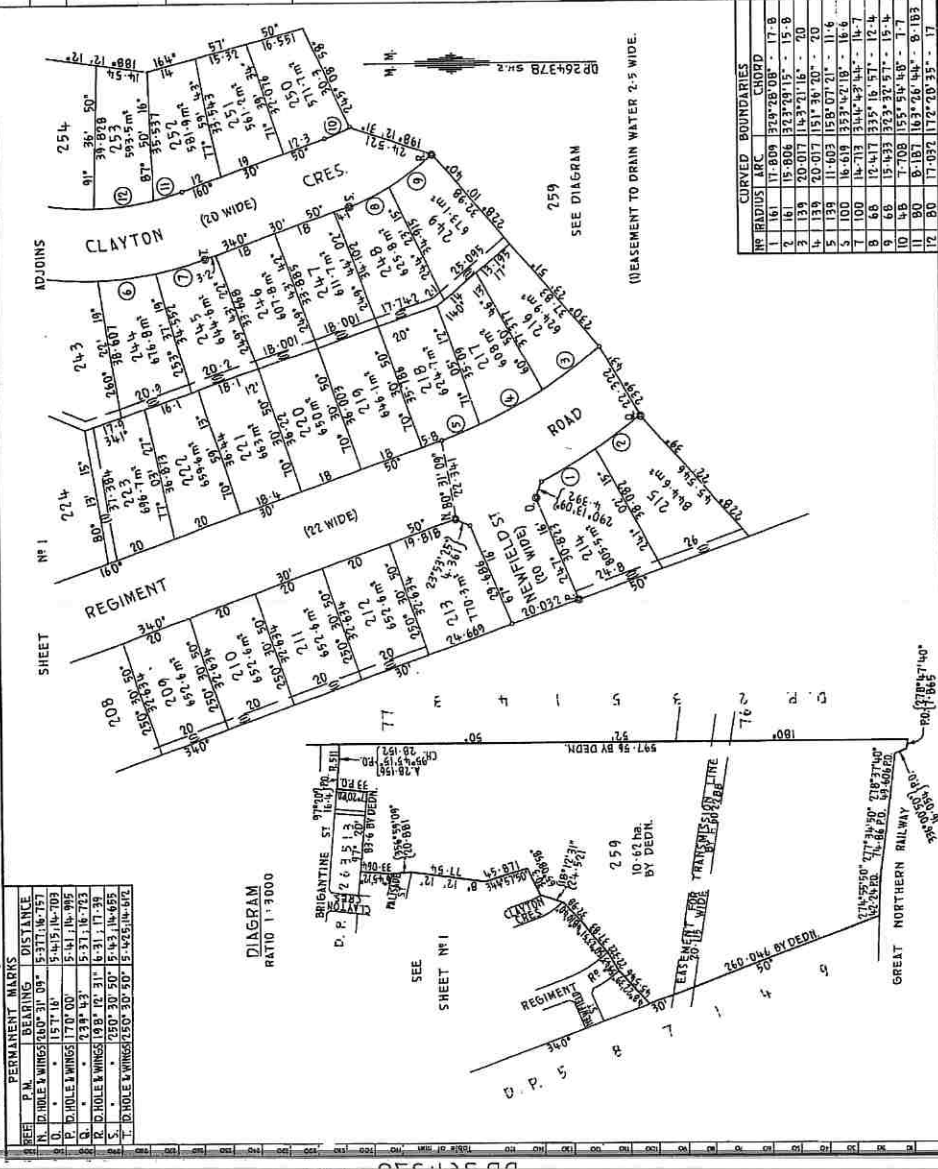


DIAGRAM RATIO 1:3000

CURVED BOUNDARIES

NO	RADIUS	ARC	CHORD
1	161	17.808	33.928
2	161	17.808	33.928
3	138	20.017	38.716
4	138	20.017	38.716
5	138	20.017	38.716
6	100	14.719	28.421
7	100	14.719	28.421
8	66	12.417	24.571
9	66	12.417	24.571
10	48	9.008	18.016
11	30	5.618	11.234
12	30	5.618	11.234

Plan Drawing only to appear in this space

I, Bruce Statched Devis, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

4th August, 1983

DP 5264378 2H 5/5

DP 5264378 2H 5/5

**INSTRUMENT SERVING ONE TERM OF RESTRICTIONS AND RESTRICTIONS AS TO USE OF THE CONVEYANCING ACT, 1913**

Plans are in meters. (Sheet 1 of 4 Sheets)

Plan: DP284378  
 Plan of subdivision of Lot 189, DP 283112 covered by Council Order of Confirmation Number 133/7/81057.

Full name and address of proprietor of the land:  
 G. Hawkins & Sons Pty Limited  
 43 Main Road,  
 Macarthur

Full name and address of mortgagee of the land:  
 NIL

1. Identity of assessments specially referred to in the above mentioned plan:  
 Assessment to drain water 2.5 wide.

**Schedule of lots affected**

Lots Burdened	Lots Benefited
Lot 200	lots 201 and 202
Lot 201	Lot 201
Lot 202	lots 204 to 213 INCLUSIVE
Lot 203	lots 205 to 213 INCLUSIVE
Lot 204	lots 206 to 213 INCLUSIVE
Lot 205	lots 207 to 213 INCLUSIVE
Lot 206	lots 208 to 213 INCLUSIVE
Lot 207	lots 209 to 213 INCLUSIVE
Lot 208	lots 210 to 213 INCLUSIVE
Lot 209	lots 211, 212 and 213
Lot 210	lots 212 and 213
Lot 211	lot 212
Lot 212	lot 212 and 213
Lot 213	lot 213
Lot 214	lots 214 to 249 INCLUSIVE and 259
Lot 215	lots 215 to 241 INCLUSIVE
Lot 216	lots 216 to 241 INCLUSIVE
Lot 217	lots 217 to 241 INCLUSIVE
Lot 218	lots 218, 219, 240 and 241
Lot 219	lots 219, 240 and 241
Lot 220	lots 219, 240 and 241
Lot 221	lots 219, 240 and 241
Lot 222	lots 219, 240 and 241
Lot 223	lots 219, 240 and 241
Lot 224	lots 219, 240 and 241
Lot 225	lots 219, 240 and 241
Lot 226	lots 219, 240 and 241
Lot 227	lots 219, 240 and 241
Lot 228	lots 219, 240 and 241
Lot 229	lots 219, 240 and 241
Lot 230	lots 219, 240 and 241
Lot 231	lots 219, 240 and 241
Lot 232	lots 219, 240 and 241
Lot 233	lots 219, 240 and 241
Lot 234	lots 219, 240 and 241
Lot 235	lots 219, 240 and 241
Lot 236	lots 219, 240 and 241
Lot 237	lots 219, 240 and 241
Lot 238	lots 219, 240 and 241
Lot 239	lots 219, 240 and 241
Lot 240	lots 219, 240 and 241
Lot 241	lots 219, 240 and 241
Lot 242	lots 219, 240 and 241
Lot 243	lots 219, 240 and 241
Lot 244	lots 219, 240 and 241
Lot 245	lots 219, 240 and 241
Lot 246	lots 219, 240 and 241
Lot 247	lots 219, 240 and 241
Lot 248	lots 219, 240 and 241
Lot 249	lots 219, 240 and 241
Lot 250	lots 219, 240 and 241
Lot 251	lots 219, 240 and 241
Lot 252	lots 219, 240 and 241
Lot 253	lots 219, 240 and 241

*Spalding*

**INSTRUMENT SERVING ONE TERM OF RESTRICTIONS AND RESTRICTIONS AS TO USE OF THE CONVEYANCING ACT, 1913**

Plans are in meters. (Sheet 2 of 4 Sheets)

Plan: DP284378  
 Plan of subdivision of Lot 189, DP 283112 covered by Council Order of Confirmation Number 133/7/81057.

Full name and address of proprietor of the land:  
 G. Hawkins & Sons Pty Limited  
 43 Main Road,  
 Macarthur

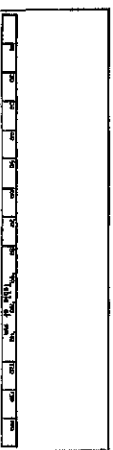
Full name and address of mortgagee of the land:  
 NIL

1. Name of Restrictions as to user secondly referred to in the above mentioned plan:  
 (a) No building or buildings shall be erected or permitted to remain erected on any lot burdened other than with external walls or walls and/or floor and/or handrail and/or material similar to handrail or weathercock by whatever name.

**Schedule of lots affected**

Lots Burdened	Lots Benefited
Every lot other than lot 259	Every lot

*Spalding*



I, Bruce Richard Davden, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photograph made as a permanent record of a document in my custody this day.  
 4th August, 1983

**FRAME 1**

INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1913

Lengths are in metres. (Sheet 3 of 4 Sheets)

Plan: DP 264378 Plan of Subdivision of Lot 199, DP 263113 covered by Council Clerk's Certificate Number 133/5/81057.

street boundaries but no closer to the other street boundary than the house building line. Any such fence shall be of a maximum of 1.70 metres above the footpath level as fixed by the Council or other relevant authority.

(b) No advertisement, hoarding, sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Hawkins and Hawkins shall have the right to remove any such advertisement, hoarding, sign or matter without notice.

(c) 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 permitted under these restrictions. Any such removal or excavation shall be subject to the approval of the Council or other relevant authority.

(d) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Hawkins without the consent of Hawkins but such consent shall not be withheld if the fence is erected for the purpose of separating the lot from any other lot burdened by this restriction shall remain in force only during such time as Hawkins is the registered proprietor of any land in the within Plan or any land immediately adjoining the land in the within Plan.

(e) No structure of a temporary character, basement, tent, shack, shed, trailer, camp, caravan or any outbuilding (except building huts required during the course of construction of a dwelling house and only during that construction) shall be used at any time as a dwelling house on any lot burdened.

(f) No ancillary buildings such as awnings or the like shall be erected on or permitted to remain at any time on any lot burdened but this restriction shall not prevent a garage, cabana, tool-shed or any recreational structure or building approved by the Council of the City of Maitland to be erected or to remain on any lot burdened.

(g) No existing dwelling house shall be partly or wholly moved, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.

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

(i) No noxious, noisome or offensive occupation, trade or business shall be conducted or carried out on any lot burdened.

(j) 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

INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1913

Lengths are in metres. (Sheet 4 of 4 Sheets)

Plan: Plan of Subdivision of Lot 199, DP 263113 covered by Council Clerk's Certificate Number 133/5/81057.

except into or through any interallotment drainage system within the easement of drainage shown on the within Plan.

Any release, variation or modification of these restrictions shall be made in writing and signed by 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 Hawkins 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 latest.



THE COMMON SEAL OF G. HAWKINS & SONS PTY LIMITED was hereto affixed by resolution of the Board in the presence of: *J. Hawkins* Secretary

*J. Hawkins*

REGISTERED SETTING OUT INTERESTS CHARTER  
REGISTERED TO RICHARD WALE, SECRETARY  
144 COLLEGE WALK SYDNEY NSW 2000

R 28/883

**FRAME 2**

I, Bruce Richard Davies, Under Secretary for Lands and Resources for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

4th August, 1983



**Certificate No.:** PC/2025/2559  
**Certificate Date:** 21/07/2025  
**Fee Paid:** \$71.00  
**Receipt No.:** 2258469  
**Your Reference:** 251713

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

---

<b>APPLICANT:</b>	Hunter Legal & Conveyancing  support@hunterlegal.com.au
<b>PROPERTY DESCRIPTION:</b>	132 Regiment Road RUTHERFORD NSW 2320
<b>PARCEL NUMBER:</b>	23692
<b>LEGAL DESCRIPTION:</b>	Lot 301 DP 793990

---

**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.

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

## 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 *Environmental Planning and Assessment Regulation 2021*.

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

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

#### State Environmental Planning Policies

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

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

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

#### Local Environmental Plan (LEP)

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

#### Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

#### Draft Environmental Planning Instruments and Draft Development Control Plans

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

#### Planning Proposal for a Local Environmental Plan

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

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

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

### **Draft Development Control Plans**

The draft Maitland Development Control Plan 2025 is, or has been, on public exhibition under the Act and is applicable to the land.

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

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

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

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

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

#### **R1 General Residential**

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

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

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

Home occupations

##### **3 Permitted with Consent**

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

##### **4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks;

Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; 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; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies.

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

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

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

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

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

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

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

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

**Note:** An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. Contact the Department of Climate Change, Energy, the Environment and Water,

Environment and Heritage Division for further information.

### ITEM 3 – Contribution plans

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

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

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

The land IS NOT in a special contributions area.

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

#### **ITEM 4 – Complying Development**

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

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

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

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

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

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

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

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

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

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

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

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

**Note:** Despite the above provisions, if only part of a lot is subject to an

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

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

**Note:** This information needs to be read in conjunction with the whole of the State Environmental 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 Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

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

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

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

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

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

#### **ITEM 5 – Exempt Development**

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

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

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

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

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

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

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

**Whether the council is aware that –**

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

The Council is NOT aware of any building product rectification order which is in force in respect of the land and that has not been fully complied with.

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

#### **ITEM 7 - Land Reserved for Acquisition**

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

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

**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.**

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

The land or part of the land IS NOT within the flood planning area and subject to flood related development controls.

The land or part of the land IS NOT between the flood planning area and the probable maximum flood and subject to flood related development controls.

The Maitland DCP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The Maitland LEP 2011 does not provide a FPL measure. The probable maximum flood has the same meaning as the Flood Risk Management Manual.

Note in this section – **flood planning area** has the same meaning as in the Floodplain Development Manual. **Flood Risk Management Manual** means the Flood Risk Management Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023. **Probable maximum flood** has the same meaning as in Flood Risk Management Manual.

Note: The information provided in item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

**ITEM 9 – Flood related development controls**

- Note: This item relates to Council's road proposals only. Other authorities, including Transport for NSW may have road widening proposals.
- 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

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

**ITEM 8 – Road widening and road realignment**

Act.

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

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

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

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

Note in this section –

**adopted policy** means a policy adopted –

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

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

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

The land is NOT identified as being bushfire prone land.

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

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

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

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

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

#### **ITEM – 13 Mine subsidence**

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

The land has NOT been proclaimed to be within a Mine Subsidence District under

the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

#### **ITEM – 14 Paper subdivision information**

There is no development plan that applies to the:

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

#### **ITEM – 15 Property vegetation plans**

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

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

#### **ITEM – 16 Biodiversity stewardship sites**

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

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

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

#### **ITEM 17 – Biodiversity certified land**

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

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

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

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

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

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

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

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

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

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

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

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

**ITEM 20 – Western Sydney Aerotropolis**

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

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

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

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

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

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

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

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

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

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

**Note -** No Seniors Housing development consent conditions apply to this land.  
**Note -** In this section - Former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.  
Council is unaware if a Site Compatibility Certificate (Affordable Rental Housing) has been issued in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009.

### ITEM 23 - Water or Sewerage services

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

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

#### **Note -**

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

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

#### **Contaminated Land**

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

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

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



**HUNTER WATER CORPORATION**

A.B.N. 46 228 513 446

**SERVICE LOCATION PLAN**

Enquiries: 1300 657 657

APPLICANT'S DETAILS

InfoTrack

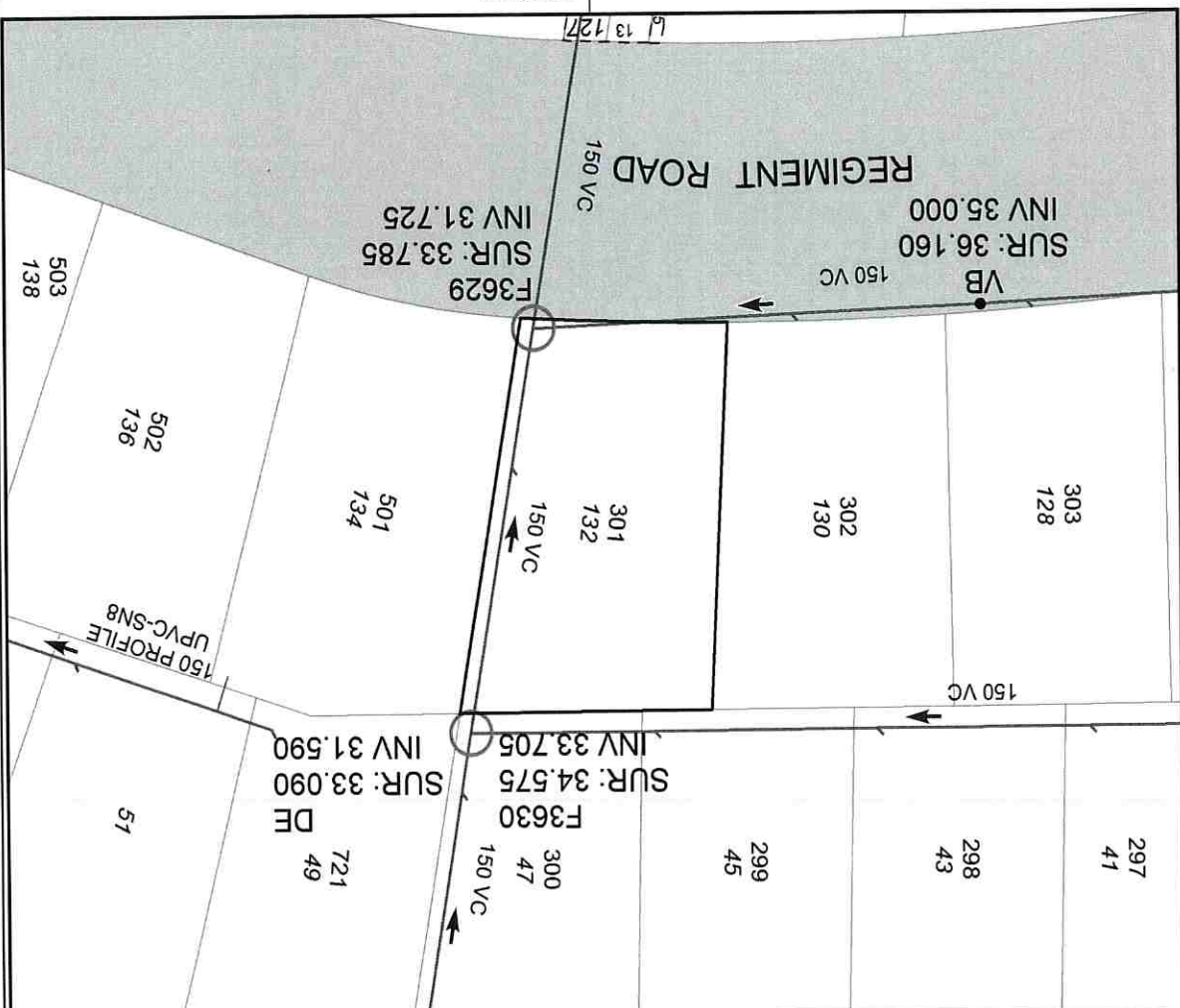
132 REGIMENT  
RUTHERFORD NSW

APPLICATION NO.: 2600478

APPLICANT REF: M 251713

RATEABLE PREMISE NO.: 0751610574

PROPERTY ADDRESS: 132 REGIMENT RD RUTHERFORD 2320  
LOT/SECTION/DP: SP: 301//DP 793990



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.

AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

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.

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

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

Date: 18/07/2025  
Scale at A4: 1:500