

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>eXp Realty</b> Email: david.cowan@expaustralia.com.au	<b>Phone: 0422 707 333</b> <b>Ref: David Cowan</b>

co-agent

vendor

[REDACTED]  
[REDACTED]

vendor's solicitor

**Ebony Laithwaite Conveyancing**  
**Shop 1, 83 Bold Street, Laurieton NSW 2443**  
**PO Box 154, Laurieton NSW 2443**  
**Email: elconveyancing@outlook.com**

**Phone: 0423 425 075**  
**Fax: 0478 131 132**  
**Ref: EL:240271**

date for completion

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

land (address,  
plan details and  
title reference)

**2 Skylark Avenue, Thornton NSW 2322**  
**Lot 1 in Strata Plan 97109**  
**Folio Identifier 1/SP97109**

☒ VACANT POSSESSION ☐ subject to existing tenancies

improvements

☐ HOUSE ☒ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space  
☐ none ☐ other:

attached copies

☒ documents in the List of Documents as marked or as numbered:  
☐ other documents:

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

inclusions

<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
<input 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

price

\$

deposit

\$

(10% of the price, unless otherwise stated)

balance

\$

contract date

(if not stated, the date this contract was made)

**Where there is more than one purchaser** ☐ JOINT TENANTS

☐ tenants in common ☐ in unequal shares, specify: \_\_\_\_\_

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

buyer's agent

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

## SIGNING PAGE

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

## Choices

Vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

**Nominated Electronic Lodgement 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-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment** (GST residential withholding payment)

☒ NO ☐ yes

(if yes, vendor must provide details)

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

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

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

~~Supplier's name: Beverley Joy Sutton~~

~~Supplier's ABN:~~

~~Supplier's GST branch number (if applicable):~~

~~Supplier's business address: 2 Skylark Avenue, Thornton NSW 2322~~

~~Supplier's representative: Beverley Joy Sutton~~

~~Supplier's contact phone number:~~

~~Supplier's proportion of GSTRW payment: \$~~

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input checked="" type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 33 property certificate for strata common property</li> <li><input checked="" type="checkbox"/> 34 plan creating strata common property</li> <li><input checked="" type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off-the-plan contract</li> <li><input type="checkbox"/> 59 other document relevant to off-the-plan contract</li> </ul>
<p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>

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

Lake Group Strata  
 PO Box 175, Charlestown NSW 2290  
 Email: [info@lakegroupstrata.com](mailto:info@lakegroupstrata.com)  
 Tel: 4942 3305



COPY

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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



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

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

## **2 Deposit and other payments before completion**

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

## **3 Deposit-bond**

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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



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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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



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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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



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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

2 SKYLARK AVE THORNTON NSW 2322

COPY

## ADDITIONAL PROVISIONS

### 33. Alteration to Printed Form

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The vendor and the purchaser agree that the clauses of the printed form of Contract are amended as follows:

- (a) Clause 7.1.1 shall be deleted.
- (b) Clause 7.1.3 shall be amended in so far as 14 is deleted and replaced by the figure 7.
- (c) Clause 7.2.1 shall be amended in so far as the figure 10% is deleted and replaced by the figure 1%.
- (d) Clause 14.2.2 shall be deleted.
- (e) Clause 23.9.1 shall be deleted.
- (f) Clause 23.13 shall be deleted.
- (g) Clause 23.14 shall be deleted.

### 34. Notice to Complete

---

- (a) In the event of either party failing to complete this Contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a Notice to Complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this Contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this Contract.
- (b) If the vendor is the party entitled to serve a notice to complete, the purchaser must pay as an adjustment on completion the sum of \$385.00 (including GST) representing the agreed cost incurred by the vendor in the drafting, engrossing and service of the notice to complete.

### 35. Late Completion

---

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser must pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

### 36. S10.7 Certificate

---

- (a) The purchaser acknowledges the vendor's disclosure in the attached planning certificate issued under s 10.7 of the *Environmental Planning and Assessment Act 1979*.
- (b) The purchaser warrants that it has satisfied itself in relation to:
  - (i) the manner in which the property is affected by any environmental planning instrument (actual or deemed) under the *Environmental Planning and Assessment Act 1979* (as amended from time to time);
  - (ii) any restriction or prohibition whether statutory or otherwise relating to the zoning of the property or development on the property;
  - (iii) the use to which the property may be put; and
  - (iv) any existing proposals for realignment, widening or siting of a road by any authority.
- (c) The purchaser must not make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this Contract or seek to delay completion.
- (d) This clause shall not merge on completion.



### **37. Death or Incapacity**

---

Notwithstanding any rule in law or in equity to the contrary, the parties agree that should either party, or if more than one any one of them, prior to completion:

- (a) Die; or
- (b) Become mentally ill, as defined in the Mental Health Act; or
- (c) Assign their estate for the benefit of their creditors, become bankrupt, or, if a company go into liquidation

then either party may rescind this Contract by notice in writing forwarded to the other party and thereupon this Contract shall be at an end and the provisions of clause 19 hereof shall apply.

### **38. Release of Deposit for Payment of a Deposit and Transfer Duty**

---

The purchaser agrees and acknowledges that by their execution of this Contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as they shall require for the purpose of a deposit and/or transfer duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof with such monies to be held in the trust account of a solicitor, conveyancer or real estate and to not be released further.

### **39. State of Repair**

---

The purchaser acknowledges that they are purchasing the property:

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

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

The property, together with the appurtenances thereto, is sold in its present state of repair and the purchaser acknowledges that they buy the property relying on their own inspections, knowledge and enquiries and that they do not rely on any warranties or representations made to them or on behalf of the vendor. The purchaser will not call upon the vendor to carry out any repairs whatsoever in relation to the property.

### **40. Agent**

---

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

#### **41. Requisitions on Title**

---

- (a) The purchaser is deemed to have made the requisitions on title attached to this Contract as at the date of this Contract and shall not be entitled to serve a further requisition(s) pursuant to clause 5.2.1.
- (b) Clause 5.2.2 hereof is deleted.
- (c) Clause 5.2.3 hereof is deleted.

#### **42. Services**

---

The purchaser acknowledges that electricity or telephone or other service lines located on the property may not be subject to a legal easement. The purchaser will make no objection, requisition or claim for compensation in relation to these matters.

#### **43. Fences**

---

The purchaser will have no right to make a requisition, objection or claim for compensation in relation to the position or condition of any fence.

#### **44. Deposit Bond**

---

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

#### **45. Area and Dimensions**

---

The area and dimensions of the property as disclosed in the vendor's title documents shall be accepted as correct. The purchaser will not raise any requisition, objection or claim for compensation in relation to the area or dimensions of the property or to the existence of any give or take fence.

#### **46. Acknowledgements**

---

- (a) The vendor warrants that all chattels fittings and fixtures included in the sale are their sole and unencumbered property and that no person has any claim to them adverse to that of the vendor.
- (b) The vendor is not aware of the existence of any easement or restrictive covenant affecting the title to the property other than those disclosed in this Contract. This Contract is subject to all easements and restrictive covenants, if any, presently affecting the property.



#### **47. Solicitor/Conveyancer Authority**

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The parties agree that the Solicitor or Conveyancer acting for them have the authority to make amendments to this Contract on behalf of the party that they represent pursuant to the instructions of that party.

#### **48. GST**

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- (a) "GST" refers to goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* ("GST Act") and the terms used have the meanings as defined in the GST Act;
- (b) The vendor is, and has been, occupying the property as a second hand residence and it is residential premises under the GST Act and not a taxable supply;
- (c) The purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.

#### **49. Pay Television Fittings**

---

The purchaser acknowledges that if any pay television provider fitting and/or equipment is within the property then such fitting and/or equipment shall belong and remain the property of the pay television provider or its successor or assignee. The purchaser shall not make any requisition or claim for compensation if the fitting and/or equipment is removed from the property by the pay television provider prior to completion.

#### **50. Company Purchaser and Guarantors**

---

- (a) If the purchaser is purporting to be a company, each of the persons who have signed this contract as directors or secretaries of and on behalf of such company warrant that the company has been incorporated and agree that they will be personally liable under this contract as if they had been named as purchaser.
- (b) If the purchaser is a company and if the company fails for any reason to complete this purchase in accordance with the terms and conditions of this contract, the directors and secretaries of that company who have signed this contract on behalf of the company guarantee the due performance of the company's obligations under this contract in every respect as if they had personally entered into this contract themselves.



## REQUISITIONS ON TITLE

### All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

# Title Search

Information Provided Through  
Triconvey2 (Reseller)  
Ph. 1300 064 452

FOLIO: 1/SP97109

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SEARCH DATE

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16/1/2025

TIME

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5:08 PM

EDITION NO

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4

DATE

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11/1/2024

LAND

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LOT 1 IN STRATA PLAN 97109

AT THORNTON

LOCAL GOVERNMENT AREA MAITLAND

FIRST SCHEDULE

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[REDACTED]

(T AT751027)

SECOND SCHEDULE (1 NOTIFICATION)

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1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP97109

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

240271...

PRINTED ON 16/1/2025

\* 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.





FOLIO: CP/SP97109

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/1/2025	5:45 PM	2	5/12/2023

LAND

----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 97109  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT THORNTON  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF ALNWICK COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SP97109

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 97109  
ADDRESS FOR SERVICE OF DOCUMENTS:  
2 THORNCLIFF AVENUE  
THORNTON NSW 2322

SECOND SCHEDULE (10 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1208390 POSITIVE COVENANT
- 3 DP1208390 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1208390 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3  
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED  
IN THE TITLE DIAGRAM
- 5 DP1208390 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (8) IN THE S.88B INSTRUMENT
- 6 DP1208390 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (9) IN THE S.88B INSTRUMENT
- 7 DP1208390 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (10) IN THE S.88B INSTRUMENT
- 8 SP97109 POSITIVE COVENANT
- 9 AT659139 INITIAL PERIOD EXPIRED
- 10 AT659139 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

-----

STRATA PLAN 97109

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 150	2	- 150	3	- 150	4	- 150
5	- 150	6	- 150	7	- 150	8	- 150
9	- 158	10	- 158	11	- 158	12	- 158

END OF PAGE 1 - CONTINUED OVER

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FOLIO: CP/SP97109

PAGE 2

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

## STRATA PLAN 97109

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
13	- 158	14	- 158	15	- 150	16	- 147
17	- 158	18	- 158	19	- 151	20	- 151
21	- 151	22	- 158	23	- 158	24	- 158
25	- 150	26	- 150	27	- 158	28	- 158
29	- 158	30	- 151	31	- 151	32	- 158
33	- 158	34	- 158	35	- 150	36	- 150
37	- 147	38	- 158	39	- 158	40	- 151
41	- 151	42	- 158	43	- 158	44	- 158
45	- 158	46	- 150	47	- 150	48	- 158
49	- 158	50	- 150	51	- 150	52	- 150
53	- 150	54	- 158	55	- 158	56	- 158
57	- 150	58	- 150	59	- 158	60	- 158
61	- 158	62	- 151	63	- 150	64	- 150
65	- 150						

## NOTATIONS

UNREGISTERED DEALINGS: NIL

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

240271...

PRINTED ON 16/1/2025

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## LOCATION PLAN

- (A) POSITIVE COVENANT 10 WIDE (DP1208390)  
(C) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1208390)  
(E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.3 WIDE (DP1208390)

Surveyor: GREGORY JOHN SMITH

Surveyors Ref: 32628 STRATA

Subdivision No: SB129

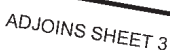
LENGTHS ARE IN METRES. REDUCTION RATIO 1:750

Registered



20.2.2018

SP97109



SP97109

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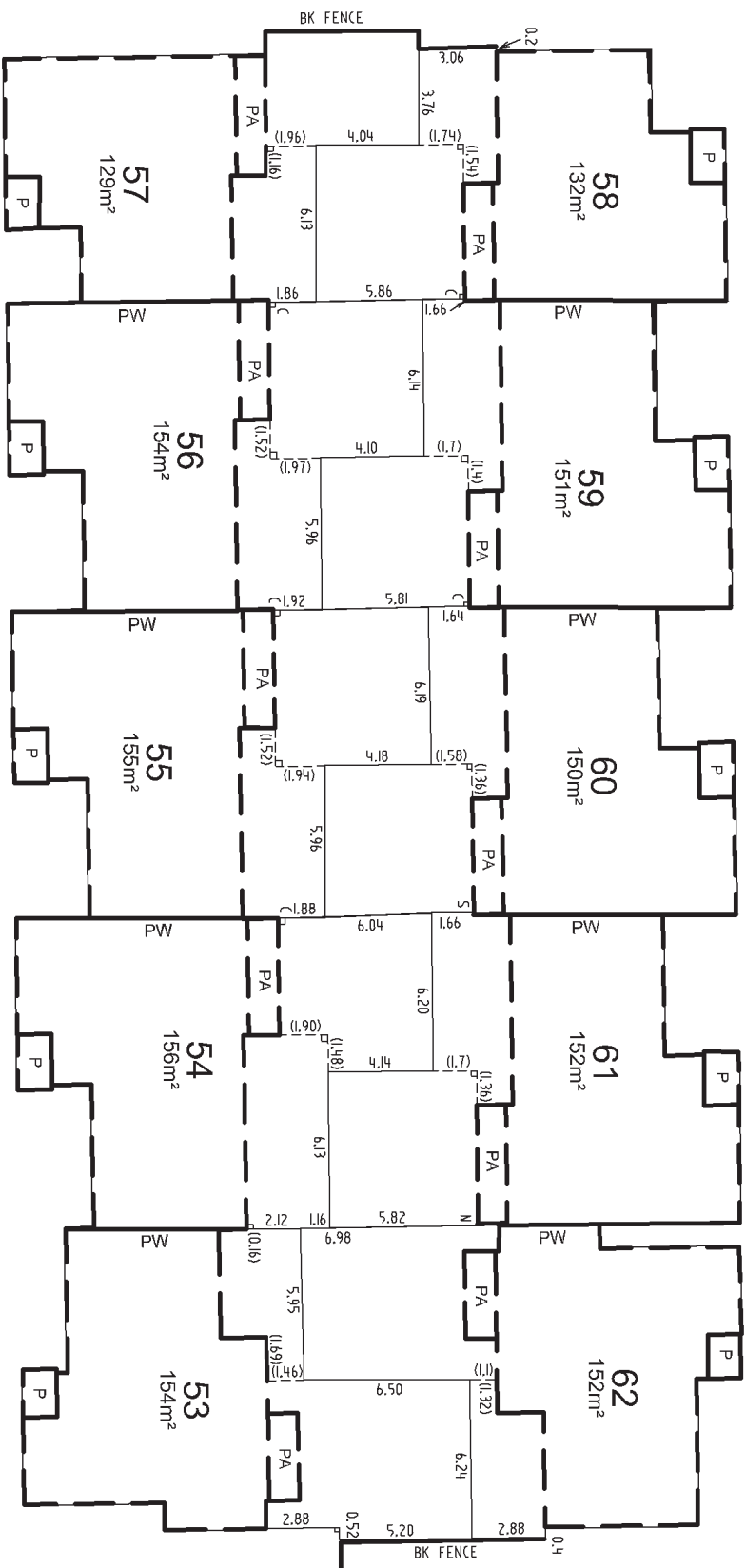


P ~ DENOTES COVERED PORCH  
PW ~ DENOTES COMMON  
PROPERTY COMMON WALL

SP97109

Subdivision No: SB129

20.2.2018



N~FROM NORTHERN CORNER OF BRICK NIB WALL  
S~PROLONGATION OF SOUTH SIDE OF NIB WALL  
C~FROM CENTRE OF NIB WALL

## FLOOR PLAN

THE WHOLE OF THE STRUCTURE OF THE BUILDING, EXCLUDING THE COMMON WALL WITHIN EACH LOT, INCLUDING WALLS, FLOORS, CEILINGS & ROOFS FORM PART OF THAT LOT AND IS NOT COMMON PROPERTY. FENCING & RETAINING WALLS ARE COMMON PROPERTY. THE STRATUM OF THE LOTS EXTEND BETWEEN 5 BELOW AND 20 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE UNIT. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY & ALL COMMON SERVICE LINES ARE COMMON PROPERTY. THE COMMON DRIVEWAYS, DRAINAGE LINES, PITs AND STRUCTURES ARE COMMON PROPERTY. ALL AREAS SHOWN HEREON ARE APPROXIMATE ONLY. OFFSETS & LINE BOUNDARIES ARE MEASURED PERPENDICULAR FROM FACE OF WALL AND FROM VISIBLE CORNERS OF STRUCTURES UNLESS SHOWN OTHERWISE.

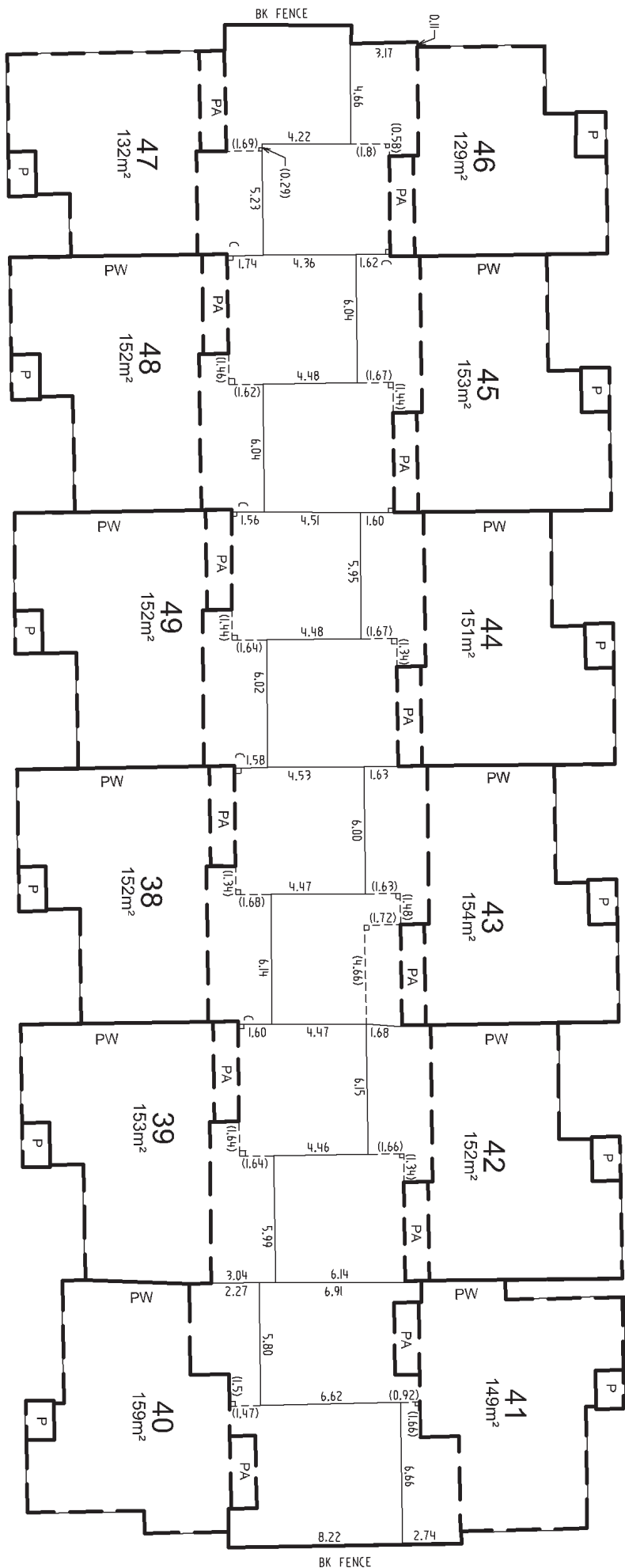
PA ~ DENOTES PATIO  
P ~ DENOTES COVERED PORCH  
PW ~ DENOTES COMMON PROPERTY COMMON WALL

Surveyor: GREGORY JOHN SMITH  
Surveyors Ref: 32628 STRATA  
Subdivision No: SB129



Registered  
20.2.2018

SP97109



FLOOR PLAN

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C~FROM CENTRE OF NIB WALL

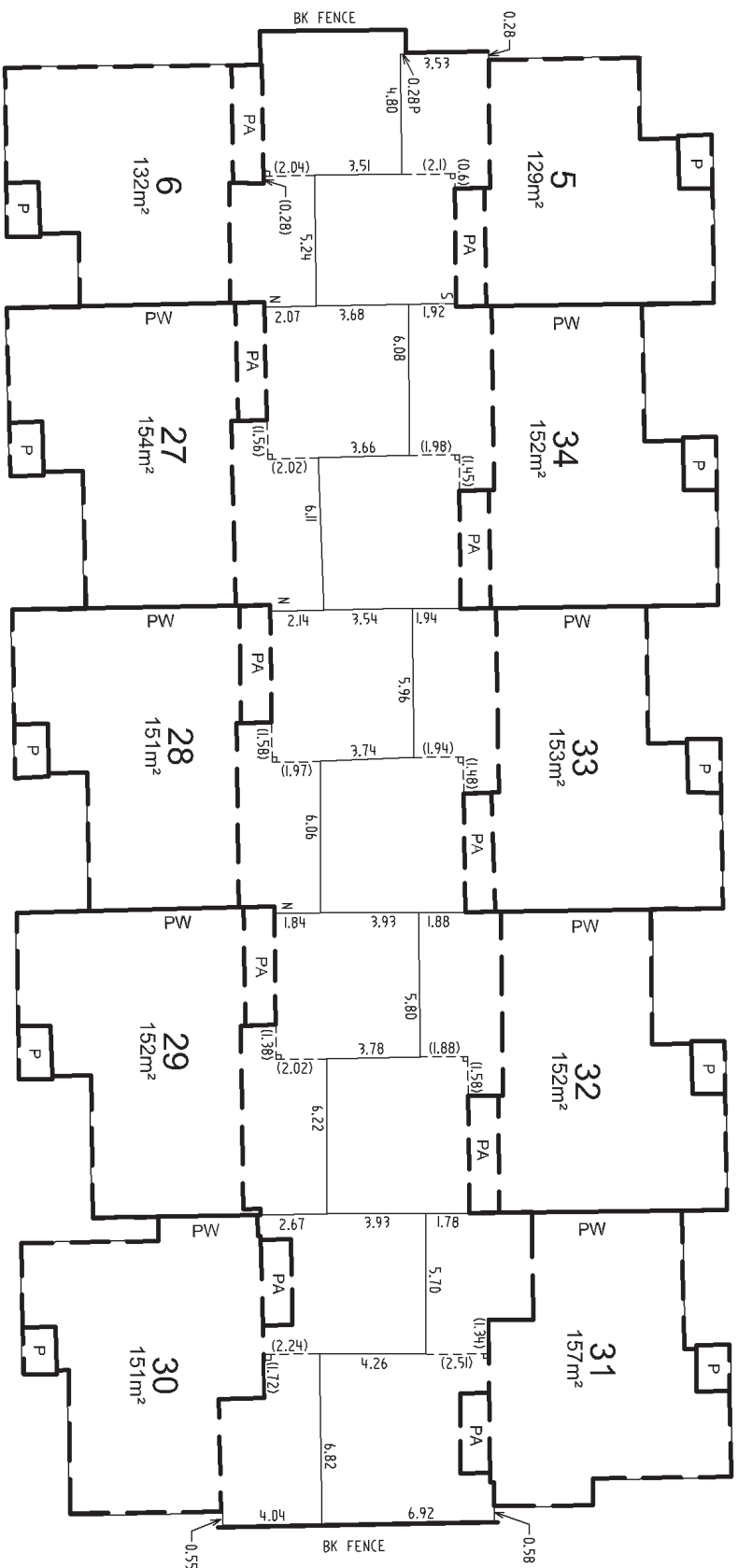
PA ~ DENOTES PATIO  
P ~ DENOTES COVERED PORCH  
PW ~ DENOTES COMMON PROPERTY COMMON WALL

Surveyor: GREGORY JOHN SMITH  
Surveyors Ref: 32628 STRATA  
Subdivision No: SB129  
LENGTHS ARE IN METRES. REDUCTION RATIO 1:200



Registered  
20.2.2018

SP97109



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S~PROLONGATION OF SOUTH SIDE OF NIB WALL  
N~PROLONGATION OF NORTH SIDE OF NIB WALL  
P~PROLONGATION OF NORTH SIDE OF BRICK FENCE

## FLOOR PLAN

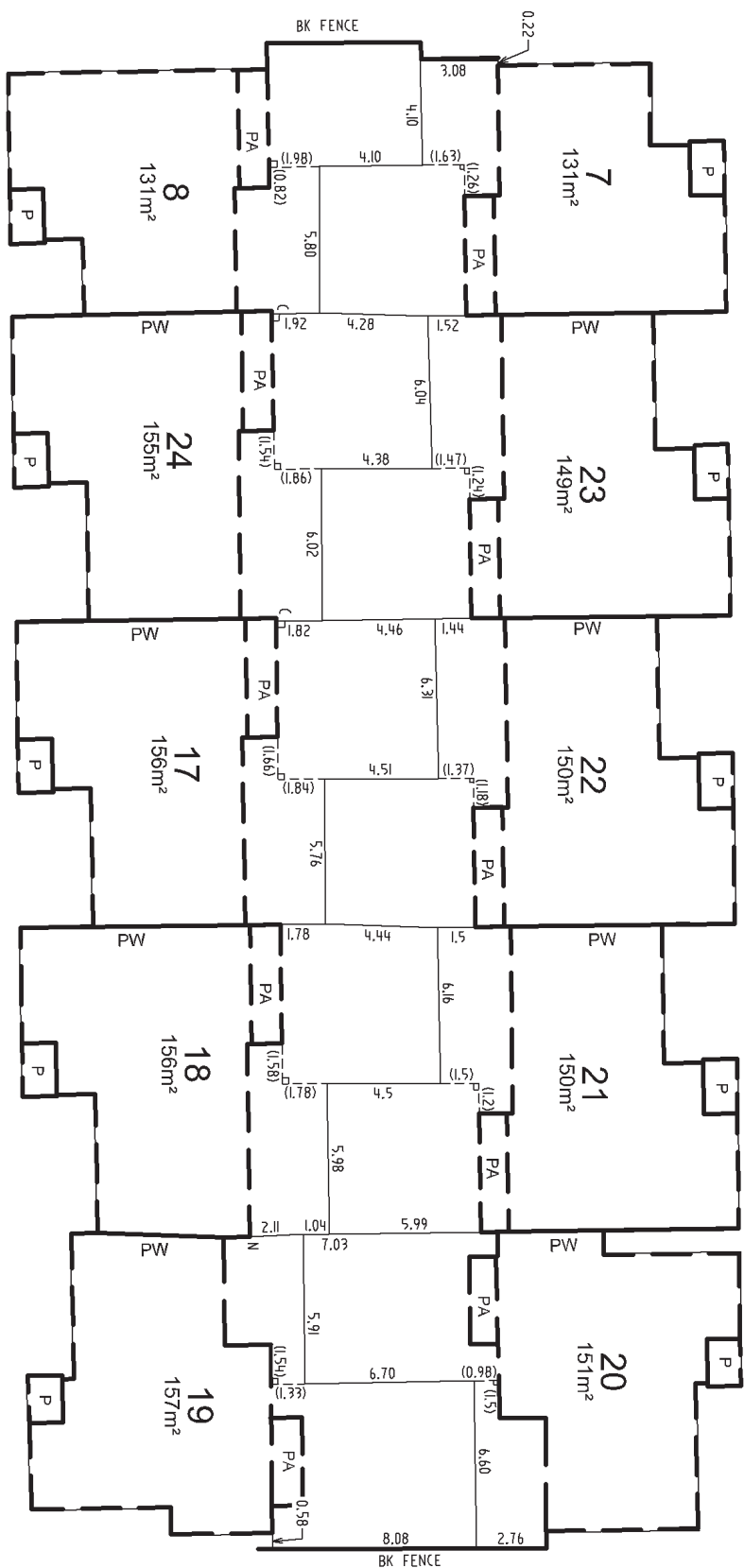
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P ~ DENOTES COVERED PORCH  
PW ~ DENOTES COMMON  
PROPERTY COMMON WALL

Surveyor: GREGORY JOHN SMITH  
Surveyors Ref: 32628 STRATA  
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LENGTHS ARE IN METRES, REDUCTION RATIO 1:200

Registered  
20.2.2018

SP97109





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N~FROM NORTH SIDE OF NIB WALL  
C~FROM CENTRE OF NIB WALL

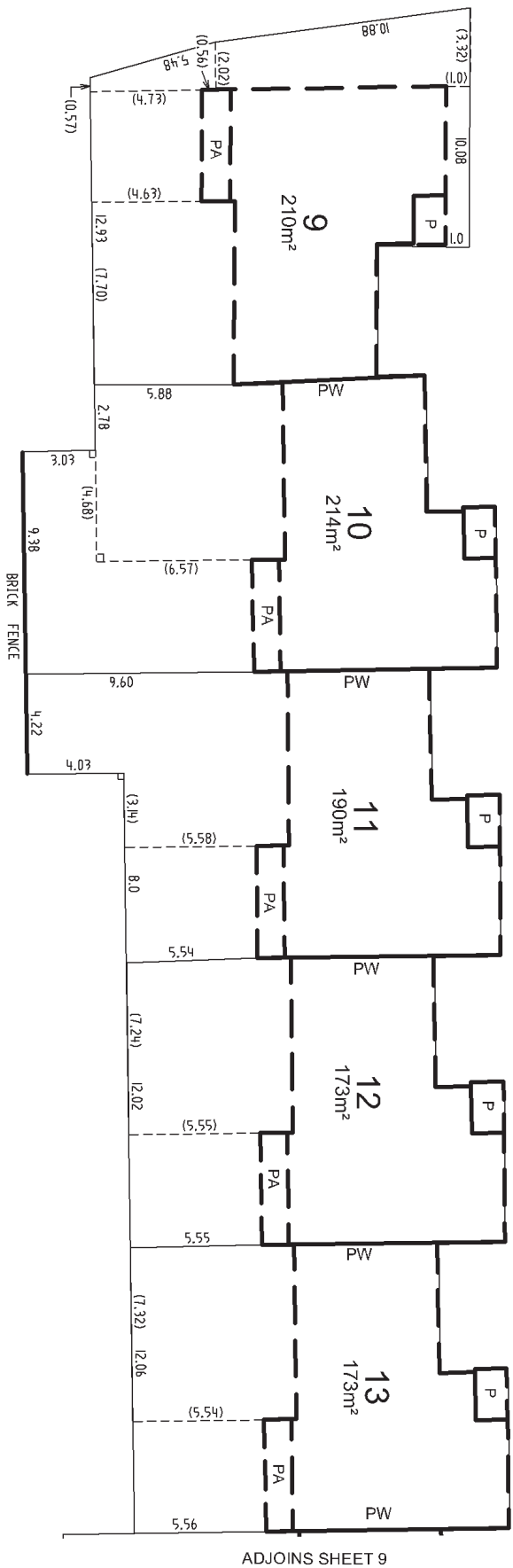
PA ~ DENOTES PATIO  
P ~ DENOTES COVERED PORCH  
PW ~ DENOTES COMMON PROPERTY COMMON WALL

Surveyor: GREGORY JOHN SMITH  
Surveyors Ref: 32628 STRATA  
Subdivision No: SB129  
LENGTHS ARE IN METRES. REDUCTION RATIO 1:200



Registered  
20.2.2018

SP97109



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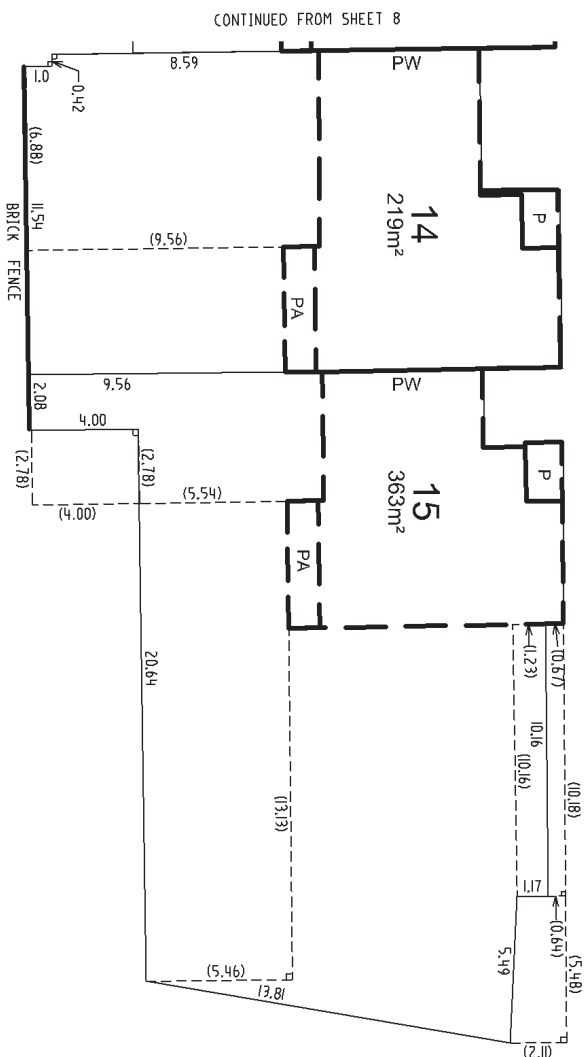
## FLOOR PLAN

Surveyor: GREGORY JOHN SMITH  
Surveyors Ref: 32628 STRATA  
Subdivision No: SB129



Registered  
20.2.2018

SP97109



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PROPERTY COMMON WALL

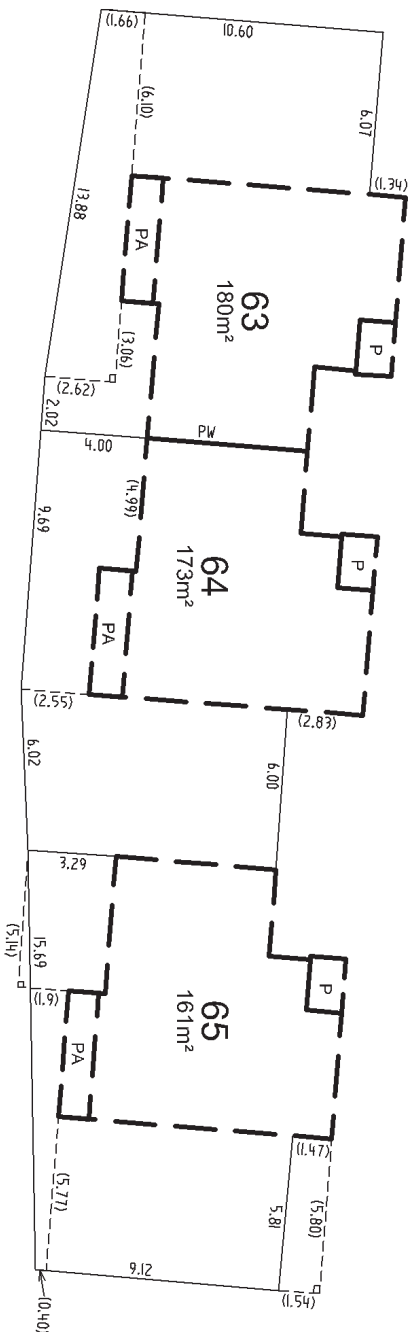
Surveyor: GREGORY JOHN SMITH  
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Subdivision No: SB129  
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Registered

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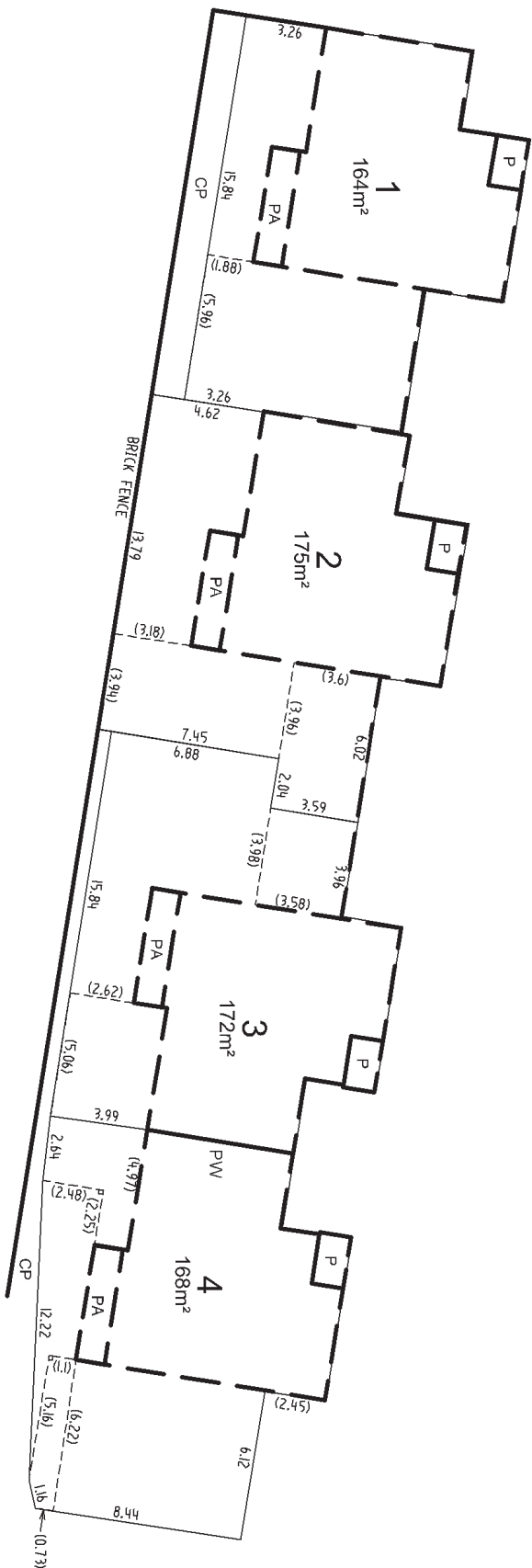
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CP ~ COMMON PROPERTY  
PA ~ DENOTES PATIO  
P ~ DENOTES COVERED PORCH  
PW ~ DENOTES COMMON PROPERTY COMMON WALL


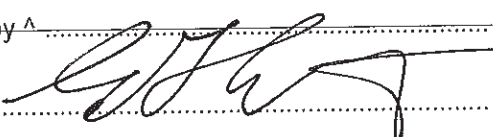
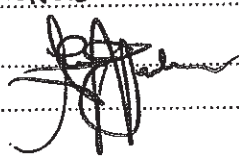
Surveyor: GREGORY JOHN SMITH  
Surveyors Ref: 32628 STRATA  
Subdivision No: SB129  
LENGTHS ARE IN METRES, REDUCTION RATIO 1:200




Registered  
20.2.2018

SP97109



SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only		Office Use Only	
Registered:  20.2.2018		<b>SP97109</b>	
PLAN OF SUBDIVISION OF: <b>LOT 323 DP 1234230</b>		LGA: <b>MAITLAND</b> Locality: <b>THORNTON</b> Parish: <b>ALNWICK</b> County: <b>NORTHUMBERLAND</b>	
This is a <b>*FREEHOLD/*LEASEHOLD</b> Strata Scheme			
Address for Service of Documents  2 THORNCLIFF AVENUE, THORNTON NSW 2322  Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.	
<b>Surveyor's Certificate</b>  I, <b>GREGORY JOHN SMITH</b> , of <b>DALY.SMITH Pty Ltd</b> PO Box 204 Morisset, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^  Signature:  Date: 19 DECEMBER 2017 Surveyor ID: 2001 Surveyor's Reference: <b>32628 STRATA</b>  ^ Insert the deposited plan number or dealing number of the instrument that created the easement		<b>Strata Certificate (Accredited Certifier)</b> I, <b>ADRIAN PHILIP BARDEN</b> being an Accredited Certifier, accreditation number <b>BPB0767</b> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> .  <del>*(a) This plan is part of a development scheme.</del>  <del>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</del>  <del>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</del>  Certificate Reference: <b>SB129</b> Relevant Planning Approval No.: <b>DA15-919</b> issued by: <b>MAITLAND CITY COUNCIL</b>  Signature:  Date: <b>7 FEBRUARY 2018</b>  ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable			

<b>SP FORM 3.07</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 3 sheet(s)
Office Use Only		Office Use Only
Registered:  <b>20.2.2018</b>	<b>SP97109</b>	

**VALUER'S CERTIFICATE**


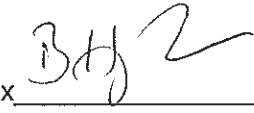
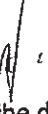
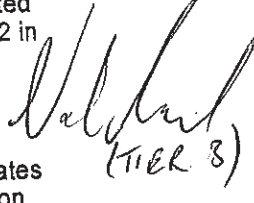
I, CHRISTOPHER KEATS being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 19 December 2017

**SCHEDULE OF UNIT ENTITLEMENT**

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	150	23	158	45	158
2	150	24	158	46	150
3	150	25	150	47	150
4	150	26	150	48	158
5	150	27	158	49	158
6	150	28	158	50	150
7	150	29	158	51	150
8	150	30	151	52	150
9	158	31	151	53	150
10	158	32	158	54	158
11	158	33	158	55	158
12	158	34	158	56	158
13	158	35	150	57	150
14	158	36	150	58	150
15	150	37	147	59	158
16	147	38	158	60	158
17	158	39	158	61	158
18	158	40	151	62	151
19	151	41	151	63	150
20	151	42	158	64	150
21	151	43	158	65	150
22	158	44	158	<b>TOTAL</b>	<b>10,000</b>

Surveyor's Reference: **32628 STRATA**

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 3 sheet(s)
Office Use Only		Office Use Only
Registered:  20.2.2018	<b>SP97109</b>	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul>		
<p>Pursuant to Section 88B of the conveyancing Act 1919, it is intended:</p> <p>to create</p> <ol style="list-style-type: none"><li>1. Restriction on the use of land</li><li>2. Restriction on the use of land</li><li>3. Positive Covenant</li></ol> <p>to release</p> <ol style="list-style-type: none"><li>1. Right of access 6 wide (Q) (DP1235860)</li></ol> <p>Executed on behalf of <b>THOMAS PAUL PROPERTY GROUP PTY LTD</b> ACN 135 132 384 by resolution of the Board of Directors in the presence of:</p> <p> x _____ BRADLEY HUGHES Sole Director/Secretary</p> <p><b>Mortgagee Endorsement Below</b></p> <div><p><b>ST GEORGE CORPORATE BANK</b> LEVEL 1 CNR WHARF ROAD AND MEREWETHER STREET NEWCASTLE NSW 2300</p><p>Signed on behalf of Westpac Banking Corporation by it's attorney(s) under power of attorney dated 17 January 2011 Registered Book 4299 No 332 in the presence: Witness:  MARNI SUTHERLAND Attorney:  (TIER 3)</p><p>By executing the document the attorney(s) states that they have received no notice of revocation of the power of attorney.</p><p><b>Nick Roach</b> Senior Relationship Manager</p></div>		
Surveyor's Reference: <b>32628 STRATA</b>		

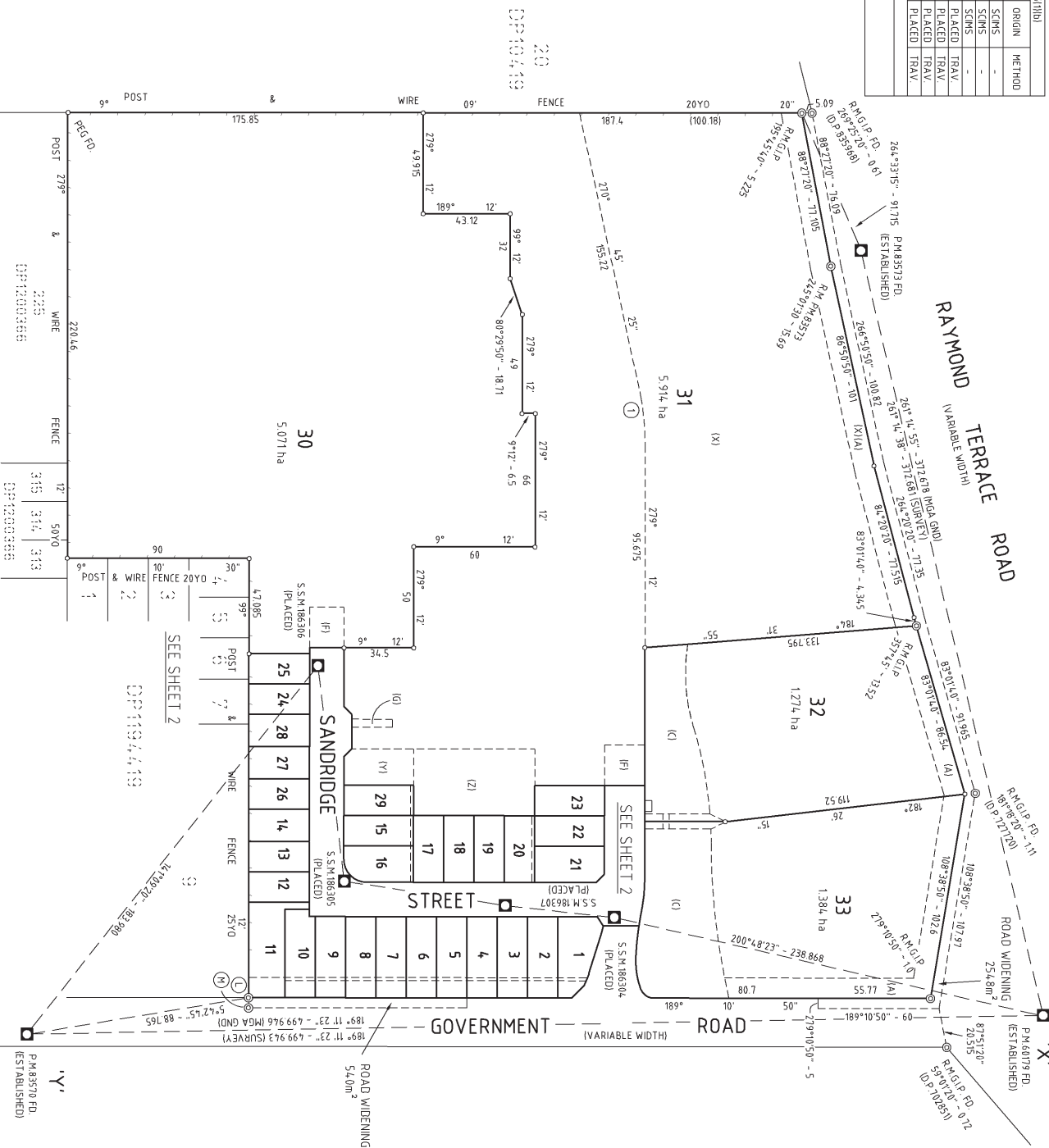
SURFNET & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 61 (2) & 353111b)							
M.A. CO-ORDINATES - ZONE 56							
MARK	EASTING	NORTHING	CLASS	ORDER	SCIMS	METHOD	
PM 67179	373 588 487	6 373 155 072	A	1	SCIMS	-	
PM 83510	373 508 661	6 373 651 664	B	2	SCIMS	-	
PM 83513	373 620 225	6 373 608 382	B	2	SCIMS	-	
SSM 186304	373 503 618	6 373 921 882	U	1	PLACED	RAY	
SSM 186305	373 521 817	6 373 784 560	U	1	PLACED	RAY	
SSM 186306	373 593 250	6 373 791 839	U	1	PLACED	RAY	
SSM 186307	373 591 328	6 373 651 384	U	1	PLACED	RAY	
COMBINED SCALE AND SEA LEVEL CORRECTION - 0.993790							
M.A. CO-ORDINATES ADOPTED FROM SCIMS, AS AT 1ST AUGUST 2012.							

REF.	TYPE	Bearing	Distance	Origin
L	R.M.G.I.P. FD.	326°07'	0.98	(D.P. 1944.19)
M	R.M.G.I.P. FD.	279°12'	0.475	(D.P. 835668)

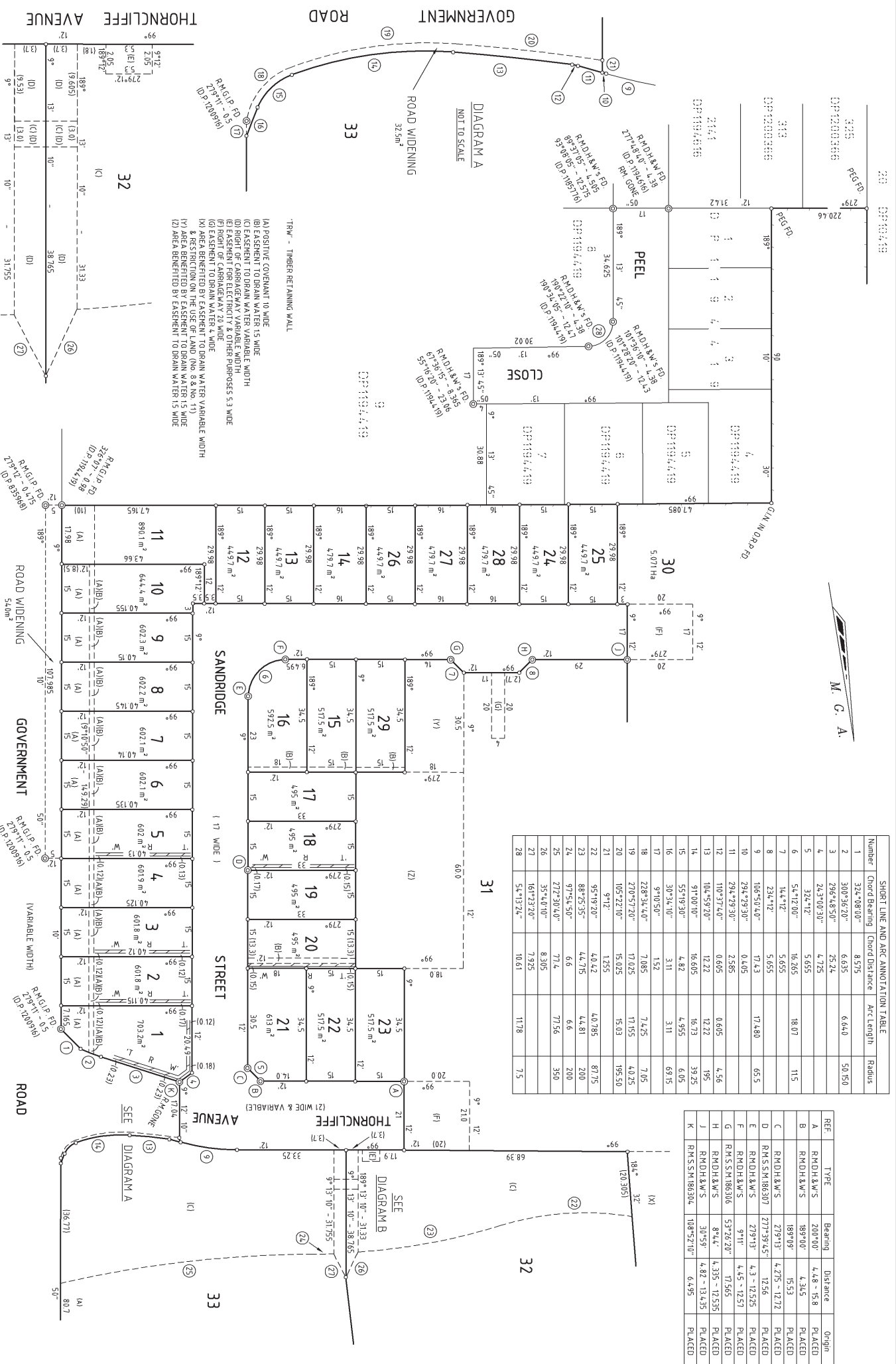
Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	274°58'45"	15.15	15.16	102.885

CONNECTION TABLE	
S.S.M.186304 - S.S.M.186307	190°4'20" - 65.565
S.S.M.186307 - S.S.M.186305	194°59'55" - 75.39
S.S.M.186305 - S.S.M.186306	217°22'10" - 79.235

(A) POSITIVE COVENANT 10 WIDE  
 (B) EASEMENT TO DRAIN WATER 15 WIDE  
 (C) EASEMENT TO DRAIN WATER VARIABLE WIDTH  
 (D) RIGHT OF CARRIAGEWAY VARIABLE WIDTH  
 (E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.3 WIDE  
 (F) RIGHT OF CARRIAGEWAY 20 WIDE  
 (G) EASEMENT TO DRAIN WATER 4 WIDE  
 (H) AREA BENEFITED BY EASEMENT TO DRAIN WATER VARIABLE WIDTH  
 (I) RESTRICTION ON THE USE OF LAND (No. 8 & No. 11)  
 (J) AREA BENEFITED BY EASEMENT TO DRAIN WATER 15 WIDE  
 (K) AREA BENEFITED BY EASEMENT TO DRAIN WATER 15 WIDE



M. G. A.



SHORT LINE AND ARC ANNO TATION TABLE						
Number	Chord Bearing	Chord Distance	Arc Length	Radius		
1	32d 08'00"	8.975				
2	300°36'20"	6.635	6.640	50.150		
3	296°48'50"	25.24				
4	245°00'30"	4.725				
5	324°12'	5.655				
6	342°12'00"	16.265	18.07	115		
7	144°42'	5.655				
8	234°42'	5.655				
9	106°50'46"	17.43	17.480	65.5		
10	294°29'30"	0.405				
11	294°29'30"	2.585				
12	110°37'40"	0.695	0.605	4.56		
13	104°59'20"	12.22	12.22	195		
14	55°19'00"	16.605	16.73	39.25		
15	55°19'30"	4.82	4.955	6.05		
16	30°14'10"	3.11	3.11	69.15		
17	9°10'50"	1.52				
18	228°34'40"	7.085	7.25	7.05		
19	205°22'10"	17.025	17.05	40.25		
20	105°22'10"	15.025	15.03	195.50		
21	9°12'	1.255				
22	88°19'20"	4.042	4.0785	87.75		
23	95°25'35"	44.715	44.81	200		
24	97°15'40"	6.6	6.6	200		
25	272°30'40"	77.4	77.56	350		
26	35°44'10"	8.305				
27	161°23'20"	7.925				
28	54°13'24"	10.61	11.18	7.5		

REF.	TYPE	Bearing	Distance	Origin
A	RMDH&WS	200°-60'	4.48 - 15.8	PLATED
B	RMDH&WS	189°-10'	4.345	PLATED
C	RMDH&WS	189°-09'	15.53	PLATED
D	RMDH&WS	271°-31'	4.275 - 12.72	PLATED
E	RMS.5M180307	271°-39.45"	12.65	PLATED
F	RMDH&WS	277°-19.45"	4.3 - 12.525	PLATED
G	RMDH&WS	9°11'	4.45 - 12.57	PLATED
H	RMDH&WS	53°-26°20'	17°565	PLATED
I	RMDH&WS	8°-44'	4.335 - 12.555	PLATED
J	RMDH&WS	30°-52'	4.82 - 13.135	PLATED
K	RMS.5M180304	118°-52°18"	6.445	PLATED


PLAN FORM 6 (2012)

WARNING : Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

<p>Registered:  19.05.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p style="text-align: center; font-size: 2em;">DP1208390</p>
<p><b>PLAN OF SUBDIVISION OF LOT 200 D.P.1200916</b></p>	<p>LGA: MAITLAND</p> <p>Locality: THORNTON</p> <p>Parish: ALNWICK</p> <p>County: NORTHUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p>Survey Certificate</p> <p>ALEX LASCELLES</p> <p>I, ..... of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on <u>17th August 2014</u></p> <p>*(b) The part of the land shown in the plan (*being* excluding ^.....)</p>
<p>Subdivision Certificate</p> <p><u>Stephen Punch</u></p> <p>I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>[Signature]</u></p> <p><del>Accreditation number:</del> .....</p> <p>Consent Authority: <u>Maitland City Council</u></p> <p>Date of endorsement: <u>16.4.15</u></p> <p>Subdivision Certificate number: <u>141610 130873</u></p> <p>File number: <u>DA141610 DA130873</u></p> <p>*Strike through if inapplicable</p>	<p><del>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation.</del></p> <p>*(c) The land shown in this plan was compiled in accordance with the <del><i>Surveying and Spatial Information Regulation 2012</i></del></p> <p>Signature: <u>A. Lascelles</u> Dated: <u>27/4/15</u></p> <p>Surveyor ID: <u>8697</u></p> <p>Datum Line: ..... 'X' - 'Y'</p> <p>Type: *Urban/*<del>Rural</del></p> <p>The terrain is *Level - Undulating / *<del>Steep - Mountainous</del></p> <p>* Strike through if inapplicable</p> <p>^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves</p> <p>IT IS INTENDED TO DEDICATE SANDRIDGE STREET, THORNCLIFFE AVENUE &amp; THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD.</p>	<p>Plans used in the preparation of survey/compilation</p> <p>D.P.835968 D.P.1194419 <u>DP 1200916</u></p> <p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 13138</p>




PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Office Use Only		Office Use Only	
Registered  19.05.2015	DP1208390		
PLAN OF SUBDIVISION OF LOT 200 D.P.1200916			
Subdivision Certificate number : <u>141610 130873</u> Date of Endorsement : <u>16.4.15</u>		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	

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

1. POSITIVE COVENANT 10 WIDE (A)
2. EASEMENT TO DRAIN WATER 1.5 WIDE (B)
3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (C)
4. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D)
5. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.3 WIDE (E)
6. RIGHT OF CARRIAGEWAY 20 WIDE (F)
7. EASEMENT TO DRAIN WATER 4.0 WIDE (G)
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13138

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Office Use Only

Registered  19.05.2015

Office Use Only

PLAN OF SUBDIVISION OF LOT 200  
D.P.1200916

DP1208390

Subdivision Certificate number : .....141610 130823.....  
Date of Endorsement : .....16.4.15.....

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

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

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	1	SANDRIDGE	STREET	THORNTON
2	3	SANDRIDGE	STREET	THORNTON
3	5	SANDRIDGE	STREET	THORNTON
4	7	SANDRIDGE	STREET	THORNTON
5	9	SANDRIDGE	STREET	THORNTON
6	11	SANDRIDGE	STREET	THORNTON
7	13	SANDRIDGE	STREET	THORNTON
8	15	SANDRIDGE	STREET	THORNTON
9	17	SANDRIDGE	STREET	THORNTON
10	19	SANDRIDGE	STREET	THORNTON
11	21	SANDRIDGE	STREET	THORNTON
12	23	SANDRIDGE	STREET	THORNTON
13	25	SANDRIDGE	STREET	THORNTON
14	27	SANDRIDGE	STREET	THORNTON
15	14	SANDRIDGE	STREET	THORNTON
16	12	SANDRIDGE	STREET	THORNTON
17	10	SANDRIDGE	STREET	THORNTON
18	8	SANDRIDGE	STREET	THORNTON
19	6	SANDRIDGE	STREET	THORNTON
20	4	SANDRIDGE	STREET	THORNTON
21	3	THORNCLIFFE	AVENUE	THORNTON
22	5	THORNCLIFFE	AVENUE	THORNTON
23	7	THORNCLIFFE	AVENUE	THORNTON
24	35	SANDRIDGE	STREET	THORNTON
25	37	SANDRIDGE	STREET	THORNTON
26	29	SANDRIDGE	STREET	THORNTON
27	31	SANDRIDGE	STREET	THORNTON
28	33	SANDRIDGE	STREET	THORNTON
29	16	SANDRIDGE	STREET	THORNTON
30	39	SANDRIDGE	STREET	THORNTON
31	9	THORNCLIFFE	AVENUE	THORNTON
32	4	THORNCLIFFE	AVENUE	THORNTON
33	2	THORNCLIFFE	AVENUE	THORNTON

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13138

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

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Registered  19.05.2015

PLAN OF SUBDIVISION OF LOT 200  
D.P.1200916

DP1208390

Subdivision Certificate number : 141610 130873  
Date of Endorsement : 16.4.15

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

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

Executed by THORNTON NORTH PTY LIMITED  
ACN 120 531 820 by:

Director

Print Name:

Phil Haigh

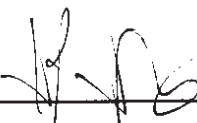
Director

Print Name:

Andrew Bored Helmers

~~AUSGRID~~ NATIONAL AUSTRALIA BANK LIMITED.

Executed by National Australia Bank  
Limited by its attorney under  
power of attorney registered book  
4579 No 54 in the presence  
of:



Alison Antony  
Gadens  
77 Castlereagh Street  
Sydney NSW 2000

  
CHRISTOPHER FANNING

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13138

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered



19.05.2015

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PLAN OF SUBDIVISION OF LOT 200  
D.P.1200916

DP1208390

Subdivision Certificate number : 141610 130873  
Date of Endorsement : 16.4.15

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

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

Executed by FREEWAY LAND COMPANY PTY LIMITED  
ACN 082 342 176 by:



Director

Print Name: GRAHAM ROSIE BURNS



Director


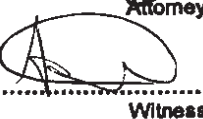
Print Name: HILTON ROSS GRURGEON

~~NATIONAL AUSTRALIA BANK LIMITED~~

AUSGRID

SIGNED SEALED AND DELIVERED  
for and on behalf of Ausgrid

by MICHAEL MCLELLAN  
its duly constituted Attorney  
pursuant to Power of Attorney  
registered  
Book 4677 No. 685

  
Attorney  
  
Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13138

ePlan

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

Sheet 1 of 6

Plan: **DP1208390**

Plan of Subdivision of Lot 200 D.P.1200916 covered by  
 Subdivision Certificate No **141610** dated **16.4.15**  
**130873**

**Full Name and Address of the  
 Registered Proprietor of the Land**

Freeway Land Company Pty Limited  
 (ACN 082 3421 76)  
 1 Hartley Drive  
 Thornton NSW 2322

Thornton North Pty Limited  
 (ACN 120 531 820)  
 9B Huntingdale Drive  
 Thornton NSW 2322

**Part 1 (Creation)**

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre , restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Positive Covenant 10 wide (A)	1 to 11 & 31 to 33	Maitland City Council
2	Easement to Drain Water 1.5 wide (B)	29 15 16 20 10 9 8 7 6 5 4 3 2 1	Part 31 designated (Y) 29 & Part 31 designated (Y) 15, 29 & Part 31 designated (Y) Part 31 designated (Z) 11 10 & 11 9, 10 & 11 8, 9, 10 & 11 7, 8, 9, 10 & 11 6, 7, 8, 9, 10 & 11 5, 6, 7, 8, 9, 10 & 11 4, 5, 6, 7, 8, 9, 10 & 11 3, 4, 5, 6, 7, 8, 9, 10 & 11 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11
3	Easement to Drain Water variable width (C)	32 33	Maitland City Council and that Part of 31 designated (X) Maitland City Council, 32 and that Part of 31 designated (X)

ePlan

Sheet 2 of 6

Plan: **DP1208390**

Plan of Subdivision of Lot 200 D.P.1200916 covered by  
 Subdivision Certificate No ~~141610~~ dated ~~16.4.15~~  
**130873**

4	Right of Carriageway variable width (D)	32 33	33 32
5	Easement for Electricity and other Purposes 5.3 Wide (E)	32	Ausgrid ABN 67 505 337 385
6	Right of Carriageway 20 Wide (F)	30 31	Maitland City Council Maitland City Council
7	Easement to Drain Water 4 Wide (G)	31	Maitland City Council
8	Restriction on the Use of Land	1 to 11 inclusive, that Part of 31 designated (X), 32 & 33	Maitland City Council
9	Restriction on the Use of Land	1 to 29 Inclusive, 32 and 33	Maitland City Council
10	Restriction on the Use of Land	All Lots except Lot 30 & 31	Lots 1- 33 Inclusive
11	Restriction on the Use of Land	That Part of 31 designated (X)	Maitland City Council



ePlan

Sheet 3 of 6

Plan: **DP1208390**

Plan of Subdivision of Lot 200 D.P.1200916 covered by  
Subdivision Certificate No **141610** dated **16.4.15**  
**130873**

## Part 2 (Terms)

### 1. Terms of Positive Covenant numbered 1 in the Plan.

The proprietor for the time being of any lot burdened shall at all times maintain a landscaped area in nature of trees and shrubs as approved in accordance with the Landscape plan. The Landscape Plan is the Landscape Plan in DA 14-1610 and CC 14-1479.

### 2. Terms of Easement for Electricity and other Purposes numbered 5 in the Plan.

An easement is created on the terms and conditions set out in memorandum registered number AG 823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

### 3. Terms of Right of Carriageway numbered 6 in the Plan.

Right of Carriageway terms as set out in Part 1 Schedule 8 of the Act ceasing upon the date that the Right of Carriageway or any part of it is opened as a public road within the meaning of the Roads Act 1993.

### 4. Terms of Easement to Drain Water numbered 7 in the Plan.

Easement to Drain Water terms as set out in Part 3 Schedule 8 of the Act ceasing upon the date that the Easement or any part of it is opened as a public road within the meaning of the Roads Act 1993.

### 5. Terms of Restriction on the Use of Land numbered 8 in the plan

No direct vehicle access to or from Raymond Terrace Road or Government Road to any lot burdened is permitted without the consent of Maitland City Council.

### 6. Terms of the Restriction on the Use of Land numbered 9 in the Plan.

No development shall be undertaken or permitted to be undertaken on any lot burdened unless it is undertaken in accordance with the recommendations of the Reverb Acoustics Report (dated September 2013, report No. 08-1227-R2) or a more recent acoustics report.



ePlan

Sheet 4 of 6

Plan: **DP1208390**

Plan of Subdivision of Lot 200 D.P.1200916 covered by  
Subdivision Certificate No **141610** dated **16.4.15**  
**130873**

**7. Terms of Restriction on the Use of Land numbered 10 in the plan**

No fence shall be erected on a lot burdened unless it is erected without expense to both Freeway Land Company Pty Limited and Thornton North Pty Limited, its successors and permitted assigns other than Purchasers on sale.

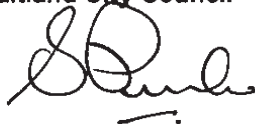
**8. Terms of Restriction on the Use of Land numbered 11 in the plan**

No Occupation Certificate may be issued for any Lot burdened until such time as fencing and landscaping as approved by Council and generally consistent with that approved on Lots 32 and 33 has been completed.

**The body or persons having the power to release, vary or modify restriction or positive covenant numbered 2 & 3 on the plan**

The registered Proprietor of the lot benefited with the concurrence of Maitland City Council

**Maitland City Council**



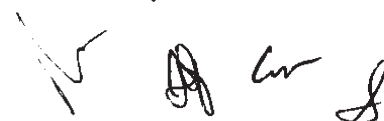
**EXECUTED by THORNTON NORTH PTY LIMITED**  
**(ACN 120 531 820)** in accordance with  
Section 127 of the Corporations Act.

Signature of Director

**ANDREW BAREND HAIGH**

Signature of Director

**ANDREW BAREND HELMERS**



ePlan

Sheet 5 of 6

Plan: **DP1208390**

Plan of Subdivision of Lot 200 D.P.1200916 covered by  
Subdivision Certificate No **141610** dated **16.4.15**  
**130873**

**EXECUTED by FREEWAY LAND COMPANY PTY LIMITED**  
**(ACN 082 342 176)** in accordance with  
Section 127 of the Corporations Act.

  
.....  
Signature of Director

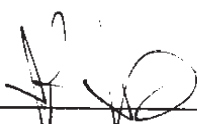
**GRAHAM ROBERT BURNS**


  
.....  
Signature of Director

**HILTON ROSS GRUEON**

**NATIONAL AUSTRALIA BANK LIMITED**

Executed by National Australia Bank  
Limited by its attorney under  
Power of Attorney registered book  
4579 No 59 in the presence  
of:

  
.....  
Alison Antony  
Gadens  
77 Castlereagh Street  
Sydney NSW 2000

  
.....  
**CHRISTOPHER FANNING**

ePlan

Sheet 6 of 6

Plan: **DP1208390**

Plan of Subdivision of Lot 200 D.P.1200916 covered by  
Subdivision Certificate No ~~141610~~ dated ~~16.4.15~~  
**130873**

AUSGRID

SIGNED SEALED AND DELIVERED  
for and on behalf of Ausgrid  
by MICHAEL McUGH  
its duly constituted Attorney  
pursuant to Power of Attorney  
registered  
Book 4677 No. 685



Attorney



Witness

REGISTERED



19.05.2015

Lodger Details

Lodger Code	505858Q
Name	KERIN BENSON LAWYERS PTY LTD
Address	SE 9.02, 46 MARKET ST SYDNEY 2000
Lodger Box	1W
Email	ALLISON@KERINBENSONLAWYERS.COM.AU
Reference	006924

Land Registry Document Identification

AT659139

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP97109	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP97109  
Other legal entity

Meeting Date

20/10/2023

Repealed by-law No.

Details n/a

Amended by-law No.

Details By-law 1

Added by-law No.

Details n/a

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP97109
Signer Name	ASHLEY HOWARD
Signer Organisation	KERIN BENSON LAWYERS PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	04/12/2023

## Annexure A

### Consolidated By-Laws for Strata Plan No. 97109

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## **1 Vehicles (amended 20 October 2023)**

### **PART 1**

#### **DEFINITIONS & INTERPRETATION**

##### **1.1 In this by-law:**

- (a) Lot means a lot in strata scheme 97109.
- (b) Occupier means the occupier of a Lot from time to time.
- (c) Owner means the owner of a Lot from time to time.
- (d) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 97109.
- (e) Scheme means the strata scheme created on registration of strata plan registration no. 97109.
- (f) Vehicles means any motor vehicle including but not limited to a car, van, ute, 4WD, motorcycle or boat and Vehicle means any one of those as is applicable in the circumstances.

##### **1.2 In this by-law a word which denotes:**

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015; and
- (d) references to legislation includes references to amending and replacing legislation.

### **PART 2**

#### **RESTRICTION OF RIGHT**

##### **2.1 An Owner or Occupier must not park or stand any Vehicle on common property, other than in a car parking space, including but not limited to:**

- (a) areas where the "No Parking" signage is erected;
- (b) areas that contain white or yellow pavement line marking to depict no parking areas;
- (c) driveways on the common property;
- (d) pathways on the common property;
- (e) areas that would obstruct access to a private driveway;
- (f) grassed areas, or

- (g) any other area that would obstruct access to and from the common property of the Scheme, except for immediate loading or unloading or with prior written consent from the Owners Corporation,
- 2.2 An Owner or Occupier must not park or stand, or permit their invitee to park or stand, any Vehicle in a car parking space or on the allocated driveway of a Lot that is allocated to another Lot without the consent of that Lot Owner or Occupier.
- 2.3 A Owner or Occupier must not park or stand, or permit their invitee to park or stand, any Vehicle in a car parking space or on the allocated driveway of a Lot that overhangs the common driveway without the written consent of the Owners Corporation.
- 2.4 An Owner or Occupier must not park or stand, or permit their invitee to park or stand, any caravan, trailer, boat, jet ski or horse float in a car parking space or on common property except for immediate loading or unloading or where parked in an Owner or Occupier's allocated driveway of the Lot.
- 2.5 An Owner or Occupier must not park or stand, or permit their invitee to park or stand, any Vehicle exceeding 6 metres in length in a car parking space or on common property except for immediate loading or unloading or with prior written consent from the Owners Corporation.
- 2.6 An Owner or Occupier must not park or stand, or permit their invitee to park or stand, any Vehicle exceeding 3 tonnes in a car parking space or on common property except for immediate loading or unloading or with prior written consent from the Owners Corporation.

### **PART 3**

#### **ENDURING OBLIGATIONS**

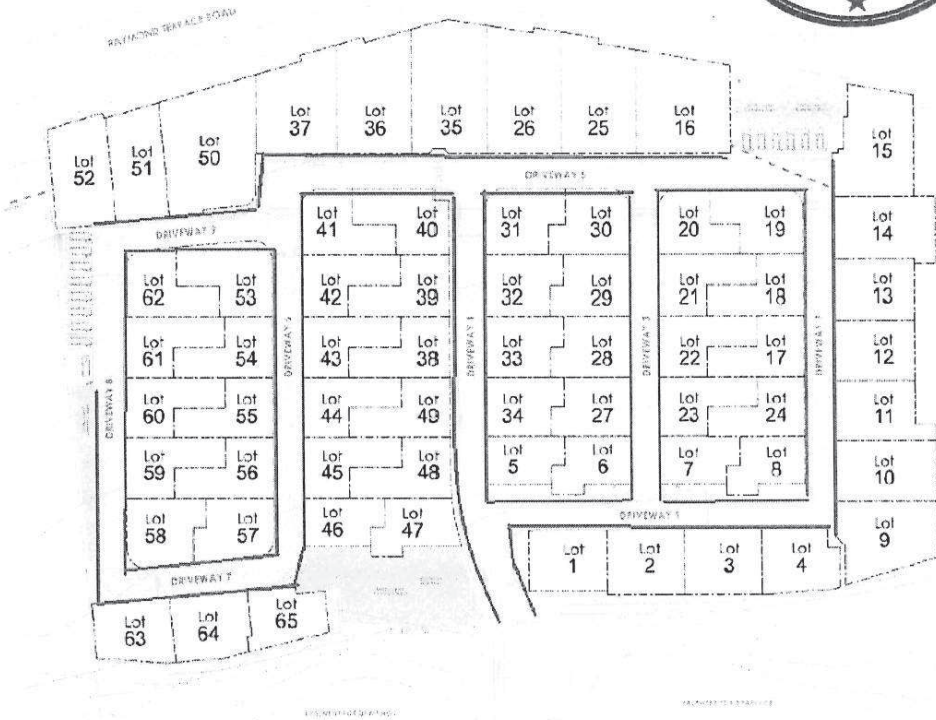
- 3.1 An Owner or Occupier:
  - (a) must comply with any directions of the Owners Corporation given under this by-law;
  - (b) remains liable for any damage to Lot or common property arising out of the transportation of a motor or other vehicle pursuant to this by-law; and
  - (c) must indemnify the Owners Corporation against any costs or losses arising out of the transportation of a motor or other vehicle pursuant to this by-law to the extent permitted by law.
- 3.2 If a Lot is leased, the Owner must:
  - (a) promptly notify their real estate or other agent of this by-law; and
  - (b) ensure that a copy of this by-law is provided to the Occupier.



*M*



## PARKING MAP – ANNEXURE



## 2 Changes to common property

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



- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

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

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

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

### **4 Obstruction of common property**

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

### **5 Keeping of animals**

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

### **6 Noise**

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

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

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

- (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
- (b) without limiting paragraph (a), that invitees comply with clause (1).

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

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

#### **9 Smoke penetration**

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

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

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

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

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

#### **12 Appearance of lot**

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



### **13 Cleaning windows and doors**

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

### **14 Hanging out of washing**

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

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

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



- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:
  - bin** includes any receptacle for waste.
  - waste** includes garbage and recyclable material.

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

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
  - bin** includes any receptacle for waste.
  - waste** includes garbage and recyclable material.

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

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
  - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
  - (b) a change to the use of a lot for short-term or holiday letting.

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

## **18 Compliance with planning and other requirements**

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **19 Rubbish Collection**

The Owners Corporation will enter into a Deed of Agreement with Maitland City council for the collection of rubbish on terms identical to the Agreement between Thomas Paul Property Group and Maitland City Council for domestic waste services in relation to the property 2 Thorncliffe Avenue, Thornton

## **20 Hunter Water Corporation**

- (1) In this by-law the following provisions apply:-

**Accessible** means the unfettered and unencumbered ability of Hunter Water to access the master meter and the Sub meters for reading and recording purposes.

**Automated Meter Reading** means the system to be developed by Hunter Water for implementation in the future as another means of reading meters.

**Common Property** has the same meaning as in the Strata schemes Development Act 2015 (NSW).

**Hunter Water** means Hunter Water Corporation, a public authority within the meaning given to that term in the Community Land Management Act 1989 (NSW) and a State Owned Corporation Act 1991 (NSW) its successors and assigns.

**Hunter Water Design Criteria** means the Hunter Water design criteria as varied from time to time.

**Lot** has the same meaning as in the Strata Schemes (Freehold Development) Act 1973 (NSW).

**Occupier** means any person in lawful occupation of the lot.

**Owner** means the registered proprietor for the time being of any Lot, their successors and assigns.

**Owners Corporation** means a corporation constituted under the Strata Schemes Management Act 2015 (NSW).

**Sub meter** means the sub meter installed for each Lot to records the amount of water used by each Owner or Occupier.

- (2) All Owners and Occupiers of Lots must:-
  - (a) Ensure all water connections (including the water meter assembly) are approved by Hunter Water and are installed in accordance with Hunter



Water Design Criteria and ensure that all water connections including the water meter assembly are repaired and maintained at the sole expense of the Owner as required by Hunter Water (acting reasonably) from time to time;

- (b) Modify the water meter assembly when necessary or required to do so by Hunter Water to comply with Hunter Water Design Criteria;
  - (c) Ensure the water meter assembly is situated as close as possible to the street boundary of the Lot or in an accessible location on the Common Property and is Accessible at all times;
  - (d) Ensure that the water meter assembly is not installed behind fences or in an enclosed area or confined space;
  - (e) Ensure that the position of the water meter assembly minimises the risk of harm to Hunter Water employees/contractors. This includes the hazards such as pets, overgrown vegetation or any other obstruction in the vicinity of the water meter which would prevent safe access to the meter for reading and maintenance;
  - (f) Pay any account raised by Hunter Water from a reading of the Sub meter, in accordance with Hunter Water's Customer Contract;
  - (g) Comply with any request by Hunter Water to upgrade the water meter assembly to enable Hunter Water to implement Automated Meter Reading, promptly when requested to do so;
  - (h) When requested to do so by either the Owners Corporation or Hunter Water, promptly provide access to any water meter or associated water equipment situated within the Lot to Hunter Water's authorised personnel or personnel authorised by the Owners corporation to allow those personnel to read any water meter, inspect all water connections including the water meter assembly and, if reasonably required by Hunter Water and subject to the Owner's obligations under paragraph (a) above carry out repair and maintenance work upon those items.
- (3) Either the Owners Corporation or Hunter Water may give a notice to the Owner or Occupier of a Lot requiring the Owner or Occupier to comply with the terms of this by-law. If any Owner or Occupier fails to comply with any requirement relating to access to the Lot or any part of the Lot or repair and maintenance of the Hunter Water meter, the meter assembly or any water equipment within a reasonable time after receipt of a notice requiring compliance, the Owners Corporation or Hunter Water may take such steps as may be reasonable to secure such access or to carry out the relevant repair and maintenance at the expense of the Owner or Occupier of the Lot.



## Approved Form 10

### Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No. 97109 was affixed on ^ 23/11/23 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: *JM* Name: *Bradley Gribble*  
Authority: *Strata Manager/Agent*

Signature: ..... Name: .....  
Authority: .....



^ Insert appropriate date \* Strike through if inapplicable.

---

Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

Leave this space clear. Affix additional  
pages to the top left-hand corner.

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

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

(A) TORRENS TITLE	For the common property CP/SP97109				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box</td><td>Name JAMES WEBSTER Company Kerin Benson Lawyers Address PO Box 156 Adamstown NSW 2289 E-mail james@kerinbensonlawyers.com.au Contact Number 02 4032 7990 Customer Account Number (IF APPLICABLE) Reference 006924</td></tr></table>	Document Collection Box	Name JAMES WEBSTER Company Kerin Benson Lawyers Address PO Box 156 Adamstown NSW 2289 E-mail james@kerinbensonlawyers.com.au Contact Number 02 4032 7990 Customer Account Number (IF APPLICABLE) Reference 006924	<table border="1"><tr><td>CODE  <b>CH</b></td></tr></table>	CODE  <b>CH</b>
Document Collection Box	Name JAMES WEBSTER Company Kerin Benson Lawyers Address PO Box 156 Adamstown NSW 2289 E-mail james@kerinbensonlawyers.com.au Contact Number 02 4032 7990 Customer Account Number (IF APPLICABLE) Reference 006924				
CODE  <b>CH</b>					

- (C) The Owner-Strata Plan No. 97109 certify that a special resolution was passed on 20/10/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. NOT APPLICABLE  
Amended by-law No. By-law 1  
as fully set out below :  
see Annexure A:  
Amended By-law 1 - page 3 to 5

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 97109 was affixed on 23/11/23 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : *[Signature]*  
Name : Bradley Gribble  
Authority : Strata Manager/Agent  
Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Authority : \_\_\_\_\_







# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack

2 SKYLARK

THORNTON NSW

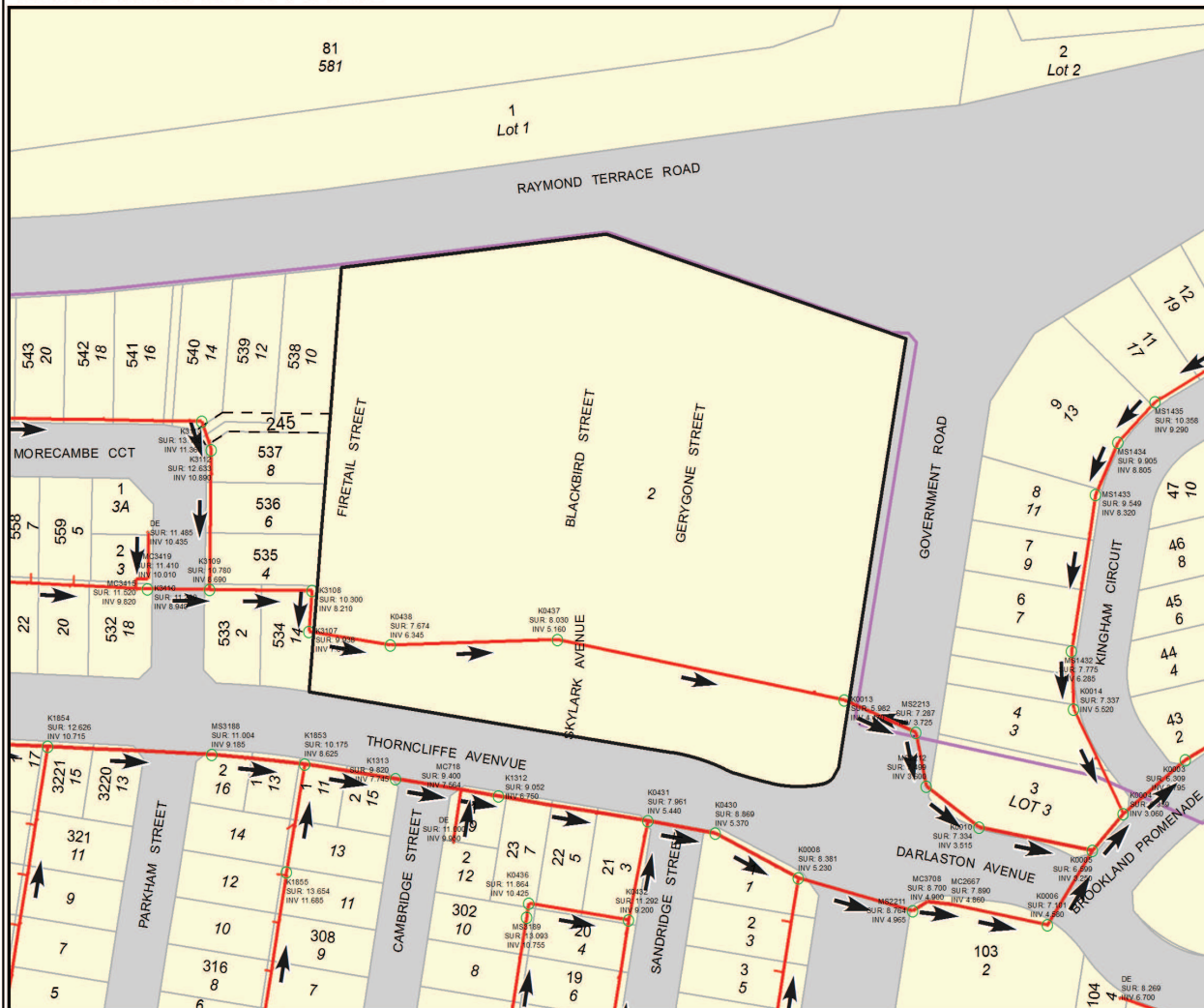
APPLICATION NO.: 2270857

APPLICANT REF: M 240271

RATEABLE PREMISE NO.: 9463058151

PROPERTY ADDRESS: 2 THORNCLIFFE AVE THORNTON 2322

LOT/SECTION/DP:SP: CP//SP 97109



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

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

#### IMPORTANT:

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

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

Date: 3/06/2024

Scale at A4: 1:2,000

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

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

**Certificate No.: PC/2025/152**

**Certificate Date:** 17/01/2025

**Fee Paid:** \$69.00

**Receipt No.:** 2103100

**Your Reference:** 240271

**SECTION 10.7 PLANNING CERTIFICATE**

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

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**APPLICANT:** Infotrack Pty Ltd

ecertificates@infotrack.com.au

**PROPERTY DESCRIPTION:** 2 Skylark Avenue THORNTON NSW 2322

**PARCEL NUMBER:** 96518

**LEGAL DESCRIPTION:** Lot 1 SP 97109

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

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

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

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



## SECTION 10.7(2)

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

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

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

#### State Environmental Planning Policies

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

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

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

#### Local Environmental Plan (LEP)

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

#### Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

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

#### Planning Proposal for a Local Environmental Plan

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

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

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

premises' to support and guide agritourism.

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

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

### **Draft Development Control Plans**

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

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

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

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

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

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

#### **R1 General Residential**

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

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

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

Home occupations

### 3 Permitted with Consent

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

### 4 Prohibited

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

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

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

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

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

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

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

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

263 High-Street  
Maitland NSW 2320

t 02 4934 9700  
f 02 4933 3209

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

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

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

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

**ITEM 3 – Contribution plans**

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

- Maitland S94A Levy Contributions Plan 2006
- Thornton North S94 Contribution Plan 2008
- Maitland City Wide Section 94 Contributions Plan 2016
- Maitland S94 Contributions Plan (City Wide) 2006

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

The land IS NOT in a special contributions area.

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

**ITEM 4 – Complying Development**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ITEM 5 – Exempt Development**

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

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

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

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

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

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

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

**Whether the council is aware that –**

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

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

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

## ITEM 7 - Land Reserved for Acquisition

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

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

## ITEM 8 – Road widening and road realignment

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

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

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

## ITEM 9 – Flood related development controls

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

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

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

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

Note: The information provided in item 9 is based on the data and information



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

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

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

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

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

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

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

Note in this section –

**adopted policy** means a policy adopted –

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

## ITEM – 11 Bush fire prone land

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

The land is mapped as bushfire prone land and as such restrictions may apply to new development on this land.

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

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

information regarding the land become available.

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

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

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

#### **ITEM – 13 Mine subsidence**

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

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

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

There is no development plan that applies to the:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ITEM 22 – Site compatibility certificates and development consent conditions**

### for affordable rental housing

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

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

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

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

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

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

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

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

#### Contaminated Land

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

**Jeff Smith**  
General Manager