

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Engage Eastlakes 603 Pacific Highway, Belmont NSW 2280 Email: chris@fnee.com.au	Phone: 4947 7877 Fax: 4947 7888 Ref: Chris Rowbottom
co-agent		
vendor		
vendor's solicitor	Ezstep Conveyancing Belmont 470 Pacific Highway, Belmont NSW 2280 Email: renee@ezstepconveyancing.net.au	Phone: 4067 9871 Ref: Renee Seymour
date for completion	28 days after the contract date (clause 15)	
land (address, plan details and title reference)	Unit 4, 38 Gundaroo Circuit, Maryland NSW 2287 Lot 4 in Strata Plan 63093 Folio Identifier 4/SP63093	
	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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 type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: Smoke detectors, Outdoor blind.			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

NO yes

Nominated Electronic Lodgement Network (ELN) (clause 4):
Manual transaction (clause 30)

PEXA
 NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Chapman Strata
336 Hunter Street, Newcastle NSW 2300
Email: reception@chapmanproperty.com.au
Tel: 4926 1400

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:

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

4/38 GUNDAROO CCT MARYLAND 2287

Addition Provisions

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

BETWEEN

Penelope Josephine Worthington
And

1. Notice to complete

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. If the vendor issues a notice to complete, the purchaser shall allow the vendor at settlement an amount of \$385.00. The payment of such monies is an essential term of this contract.

2. Death or incapacity

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

3. Purchaser acknowledgements

The Purchaser acknowledges that they are purchasing the property:

- (a) Subject to all defects latent and patent;
- (b) Subject to any infestations or dilapidations;
- (c) Subject to all existing water, sewerage, drainage and plumbing services and connections passing through or over the property;

- (d) Subject to all telephone or electricity lines whether the property of any Local Authority or third party or any posts, fittings or fixtures therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements.
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under the Act in respect of any building, improvement or fixture on the land.
- (f) Subject to any encroachments by or upon the property.
- (g) Subject to any asbestos in the improvements to the property whether disclosed by the vendor or not.

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

4. The property, together with any improvements thereon, is sold in its present state of condition and repair. The Purchaser confirms and acknowledges that they buy the property as is and are not relying on any warranties or representations made to the Purchaser by the Vendor or on behalf of the Vendor which is not contained in this Contract. The Purchaser shall not make any requisition, objection or claim thereto upon the Vendor to carry out any repairs to the said property, or to any furnishings and chattels, assume any liability towards, or payment of any monies relative to a work order or decision of any statutory authority, Owners Corporation or Local Council made after the date hereof nor effect any treatment for pest infestation.
5. The Purchaser must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The Vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The Purchaser must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The Purchaser may not delay settlement

nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

6. Late completion

In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

7. 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.

8. Release of deposit for payment of a deposit and stamp duty

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

9. Cancelled or Delayed Settlement

In the event settlement is delayed or cancelled by the Purchaser or their mortgagee and settlement is cancelled within 24 hours of the scheduled time for settlement or is rescheduled for another time on the same day or following day at no fault of the Vendor, then the Purchaser shall pay all necessary costs and charges to have settlement re-scheduled in the sum of \$145.00 inclusive of GST on settlement. These costs shall cover the additional expenses incurred by the Vendor as a consequence for the delay or cancellation by the Purchaser.

10. Requisitions on title

For the purpose of clause 5.1 and 5.2 the Vendor is obliged only to reply to the requisitions on title annexed to this contract.

11. Notwithstanding any provision in this Contract for Sale, in the event that the title is Limited Title but not Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Document in relation to the subject property.

12. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

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

13. The purchaser acknowledges that the Sewer Service Diagram forming part of this contract is the most up-to-date Diagram available from Hunter Water Corporation. The Purchaser shall make no requisition objection or claim for compensation with respect to the Sewer Service Diagram.

14. Maintenance of Property before settlement

The Purchaser cannot make any claim, requisition, objections nor delay completion if at completion the Vendor has:

- (i) not cut the grass or maintained the lawn or other plants;
- (ii) left any items, rubbish or refuse on the property which do not hinder the full use and enjoyment of the property.

This is an essential term of the contract.

15. The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, however, if any amount, including but not limited to, balance settlement monies, deposit, rates, is incorrectly calculated, overlooked or an error is made in the calculations or payments, the parties

agree and warrant to correct such error to reimburse each other accordingly after settlement. This clause shall not merge on completion.

16. The Purchasers representative must prepare and serve proposed settlement sheet with supporting certificates to the Vendors representative within five (5) business days prior to the settlement date. If the proposed settlement sheet is provided less than five (5) business days prior to completion, the purchaser will allow the sum of \$150 to cover the vendors representative costs for late preparation of settlement adjustment sheet.

17. Deposit by Instalments

In the event the Vendor has agreed to allow the purchaser to pay the deposit by instalments, the following applies;

The purchaser acknowledges that the Vendor is entitled to require payment of the full deposit equal to 10% of the purchase price.

The deposit will be paid as per the following;

- 0.25% to be paid on exchange.
- 9.75% to be paid in the expiry of the cooling off period.

18. Tenant

The parties acknowledge that if the property is tenanted and the vendor has agreed to vacant possession, completion is conditional upon vacant possession being provided. It is agreed that completion will take place on the later of:

- a) The completion date noted on the front page of the contract;
- b) Three working days after the vendor provides notice that the property is vacant and settlement can taken place.

The vendor agrees that the tenant will be given 30 days notice to vacate once the cooling off period has expired and contracts are binding. It is agreed that if vacant possession cannot be provided within three months from the contract date then either party can serve notice to rescind the contract and clause 19 shall apply.

19. Hunter Water Corporation – Location of Internal Drainage Diagram

For the purposes of Scheduled 1 Conveyancing (Sale of Land) Regulation 2017, Hunter Water Corporation does not provide a plan showing the location of any internal sewer lines on the land from the point of connection to the authority's sewer main (including the point of connection).

REQUISITIONS ON TITLE

Property: Unit 4, 38 Gundaroo, Cct Maryland 2287

Vendor: Penelope Josephine Worthington

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

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?

If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
3. Are there any give and take fences?
4. Are there any agreements with neighbours relating to fencing?
5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?

6. Has the vendor any water licence or rights under the Water Management Act 2000?
7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
8. Are there any enclosure permits that attach to the property?
9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
11. Is there any application to the Crown for purchase or conversion of a holding?
12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.



FOLIO: 4/SP63093

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
10/4/2024	10:10 AM	6	9/9/2018

LAND

LOT 4 IN STRATA PLAN 63093
AT MARYLAND
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

PENELOPE JOSEPHINE WORTHINGTON (T AM377210)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP63093
- 2 AM377211 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP63093

SEARCH DATE	TIME	EDITION NO	DATE
12/4/2024	3:24 PM	3	4/6/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 63093
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MARYLAND
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP63093

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 63093
ADDRESS FOR SERVICE OF DOCUMENTS:
38-40 GUNDAROO CIRCUIT
MARYLAND 2287

SECOND SCHEDULE (9 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- DP550614 RIGHT OF WAY APPURTENANT TO THE PART(S) SHOWN SO
BENEFITED IN THE TITLE DIAGRAM
6092484 RELEASED IN SO FAR AS IT AFFECTS LOT 1805 IN
DP1008330
- DP807968 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE
PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- DP811356 EASEMENT TO DRAIN WATER 2 WIDE AND VARIABLE
APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE
TITLE DIAGRAM
- DP850381 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- DP850382 EASEMENT TO DRAIN WATER 2 WIDE AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP850382 RESTRICTION(S) ON THE USE OF LAND
- AR107631 CONSOLIDATION OF REGISTERED BY-LAWS
- AR107631 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 63093

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 20	2	- 20	3	- 20	4	- 20
5	- 20						

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP63093

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

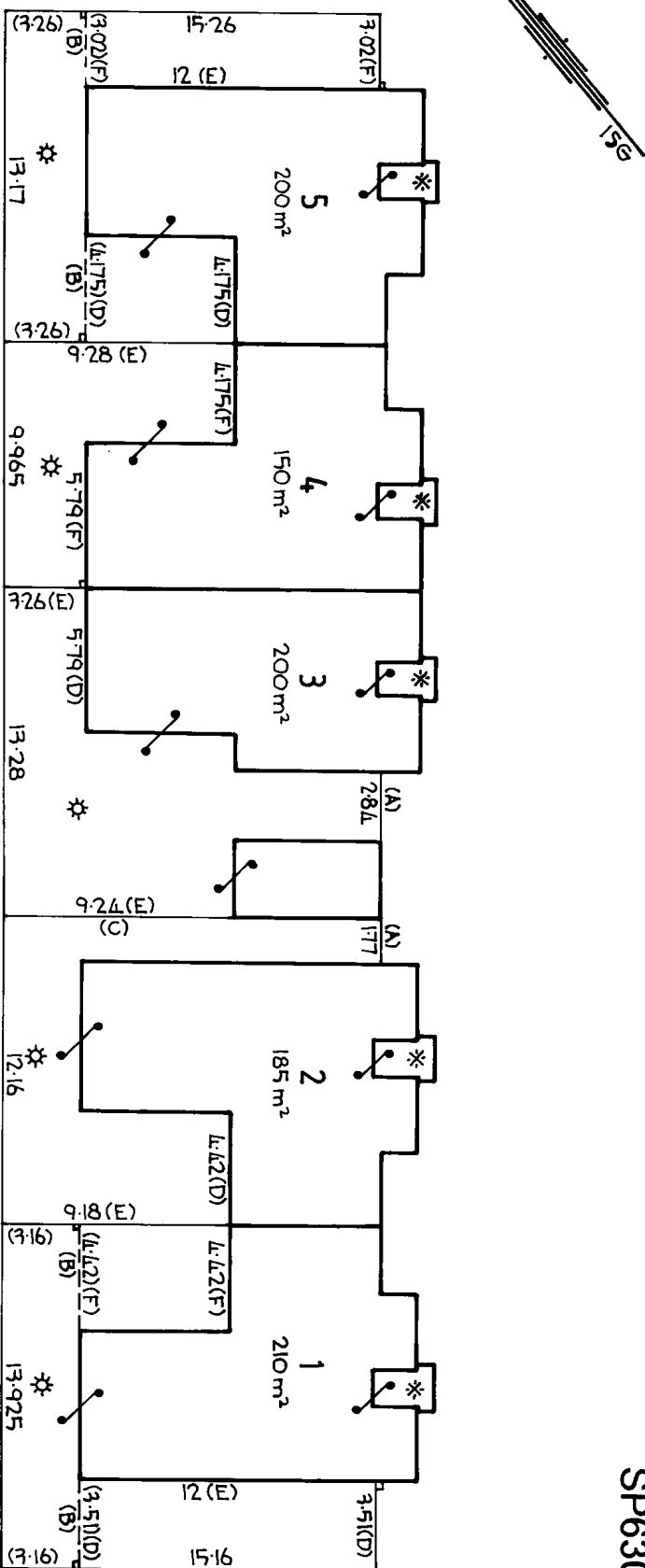
*** END OF SEARCH ***

BSB240354

PRINTED ON 12/4/2024

* 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.

SP63093



- (A). PROLONGATION N.W. FACE BK. WALL.
- (B). PROLONGATION S.E. FACE BK. WALL.
- (C). PROLONGATION N.E. FACE BK. WALL.
- (D). FROM N.E. FACE BK. WALL.
- (E). FROM S.E. FACE BK. WALL.
- (F). FROM S.W. FACE BK. WALL.
- (G). FROM N.W. FACE BK. WALL.

- h DENOTES 90°
- ☆ GARDEN AREA.
- * PATIO (ROOFED).

WHERE NOT ROOFED OR CONCRETE PAVED THE STRUTUM OF THE GARDEN AREAS OF LOTS 1-5 (INCL) EXTENDS FROM 1 BELOW TO 4 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNITS CONCRETE FLOOR.

UNIT ENTITLEMENT SCHEDULE

LOT N ^o .	UNIT ENTITLEMENT
1	20
2	20
3	20
4	20
5	20
AGGREGATE	100


Reduction Ratio 1:200

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Authorised Person

SURVEYORS REFERENCE: 11853

 CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 550614			
FEET	INCHES	METRES	
1	-	0.305	
1	6	0.455	
1	6 3/4	0.525	
6	3 3/4	1.925	
7	3	2.21	
17	2 3/4	5.25	
20	-	6.095	
20	7	6.275	
22	6	6.86	
33	-	10.06	
114	1 3/4	34.70	
114	6	34.9	
135	6 3/4	41.32	
138	9 1/2	42.305	
144	1 3/4	43.935	
379	6	115.67	
476	8	145.29	
476	8 1/8	145.29	
506	9	154.96	
510	10	155.7	
526	2	160.3A	
1146	6	349.45	
2115	9 1/4	644.9	
2116	6	645.1	
2151	7 1/4	655.8	
2159	5	658.2	
2181	5	664.9	
90000	-	27432	
AC	RD	P	HA
6	2	11 1/2	2.66
6	3	19	2.78

M 431702

M1080

R. H. Peters

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919

Sheet 1 of 1 sheets.

PART 1.

Plan: DP550614

Subdivision covered by Council
Clerk's Certificate No. 4869
of 1971.

Full name and address
of proprietor of the
land.

Mr. William Anthony Peters
Flat 51, 95 West Esplanade,
Manly.

and

Mr. Henry Thomas Peters,
Minmi Road,
Wallsend.

1. Identity of easement
or restriction referred
to in abovementioned
plan:

Right of carriageway 20' wide.

Schedule of lots, etc. affected

<u>Lots burdened</u>	<u>Lots, name of road, or Authority benefited.</u>
91	92

PART 2.

Terms of right of carriageway referred to in above mentioned plan.

Full right and liberty to pass or pass with or without horses,
cattle or other animals, carts, wagons, carriages, motor cars
and other vehicles of any description laden or unladen for all
purposes whatsoever connected with the enjoyment of the said lot.

Name of person empowered to release, vary, or modify restriction
referred to in the above-mentioned plan.

Mr. William Anthony Peters and
Mr. Henry Thomas Peters.

SIGNED SEALED AND DELIVERED
by the said WILLIAM ANTHONY
PETERS in the presence of:

W.A. Peters
.....

W.A. Peters

SIGNED SEALED AND DELIVERED
by the said HENRY THOMAS
PETERS in the presence of:

H.T. Peters
.....

H.T. Peters


M 431702

DP550614

Thomas Kenyon & Son

Instrument pursuant to Regulation 52D Conveyancing Act Regulations, 1961, setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Deposited Plan.

A

 15-9-1971

2

Licence: 026CN/0536/96

New South Wales
Real Property Act 1900

6092484C



Instructions for filling out this form are available from the Land Titles Office

(A) **STAMP DUTY**
If applicable.

Office of State Revenue use only

(B) **TITLE**
Show no more than 20 titles.

Servient Tenement Identifier 1863117 NOW 1805 / 1008330 4	Dominant Tenements See Annexure
---	------------------------------------

(C) **REGISTERED DEALING**
If applicable.

M431702

(D) **LODGED BY**

LTO Box	Name, Address or DX and Telephone	Dealing Code
30P	L J. KANE REFERENCE (15 character maximum): KMM Landcom	

(E) **APPLICANT**

NEW SOUTH WALES LAND AND HOUSING CORPORATION
of Level 4, Suite G, 251 Wharf Road Newcastle

REQUEST PURSUANT TO s32(6) REAL PROPERTY ACT

(F) **REQUEST**

The Applicant requests the Registrar General to remove the notification of Right of Carriageway 6.095 wide created by DP550614 (Instrument M431702) from the dominant and servient tenements as they no longer affect the properties for the reasons set out in the Statutory Declaration of

PETER KLAGES.....PETER KLAGES.....
LANDCOM

lodged herewith.

Servient tenement 1805 / 1008330 fr.

(G)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900. DATE 13 AUGUST 1999

Signed in my presence by the Applicant who is personally known to me.

B. J. Fitzgerald J.P.
Signature of Witness

BRIAN J FITZGERALD
Name of Witness (BLOCK LETTERS)

14/4, 251 WHARF RD NEWCASTLE
Address of Witness

*Signed by Peter Klages as Delegate
of New South Wales Land and Housing
Corporation, and I hereby certify I
have no notice of the revocation of
such delegation*

Peter Klages
Signature of Applicant

PETER KLAGES
LANDCOM

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at in the State of on 19 in the presence of

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Applicant

STATUTORY DECLARATION

I PETER KLAGES of *251 Wharf Road Newcastle*
as Delegate of the New South Wales Land and Housing Corporation (and I hereby
certify I have no notice of the revocation of such delegation) do hereby solemnly and
sincerely declare:

1. DP550614 and Instrument M431702 (copies attached) were registered on
15.7.1971 creating two (2) lots, namely Lots 91 & 92, and a Right of
Carriageway - Lot burdened being Lot 91, Lot benefited being Lot 92.

2. The following is the subsequent history of Lot 91 DP550614 (in this paragraph
called "the original Lot 91") from registration of DP550614 to the present time:

2.1 DP828555 (copy attached) was registered on 24.2.1993, by which Lot 91
was subdivided.

The original Lot 91 now comprises Lots 1 & 2 DP828555.

2.2 DP850794 (copy attached) was registered on 10.7.95, by which Lot 2
DP828555 (and other land) was subdivided.

The original Lot 91 now comprises Lot 1 DP828555 and part of Lots 10
& 11 DP850794.

2.3 DP863117 (copy attached) was registered on 6.10.1996, by which Lot 11
DP850794 (and other land) was subdivided.

The original Lot 91 is currently contained in Lot 1 DP828555, Lot 6
DP863117 and part of Lots 1 & 5 DP863117 & parts of Garawon Place,
Kariwara Street & Maryland Drive. These Lots and roads are currently
burdened by the Right of Carriageway 6.095 wide (vide M431702).

This is the most recent plan subdividing the former Lot 91 DP550614.

3. The following is the subsequent history of Lot 92 DP550614 (in this paragraph
called "the original Lot 92") from registration of DP550614 to the present time:

3.1 DP706699 (copy attached) was registered on 2.10.1984, by which Lot 92

DP550614 (and other land) was subdivided.

The original Lot 92 DP550614 now comprised Lots 2 & 3 DP706699.

- 3.2 DP712648 (copy attached) was registered on 15.4.1989, by which Lots 2 & 3 DP706699 (and other land) were subdivided.

The original Lot 92 now formed part of Lots 4030-4033 DP712648.

- 3.3 DP713055 (copy attached) was registered on 28.6.1985, by which Lots 4030 & 4033 DP 712648 were subdivided to create Lots 1001 - 1093.

The original Lot 92 now formed all/part of Lots 4031 & 4032 DP712648 and Lots 1015 - 1032 and Lots 1040 - 1048 DP713055 and Maryland Drive.

- 3.4 DP734996 (copy attached) was registered on 18.7.1986, by which Lot 4032 DP 712648 was subdivided.

The original Lot 92 now formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055 and Lot 321 DP734996 and Maryland Drive.

- 3.5 DP747617 (copy attached) was registered on 20.8.1987, by which Lot 4031 DP712648 and Lot 321 DP734996 (and other land) were subdivided.

The original Lot 92 now formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055 and 11 DP747617 and Maryland Drive.

- 3.6 DP807968 (copy attached) was registered on 28.2.1991, by which Lot 11 DP747617 and Lot 1 DP808214 were subdivided.

The original Lot 92 now formed all/part of Lots 1015 - 1032, 1040-1048 DP713055, Lots 2001 - 2006 & Lot 2119 DP807968 and Maryland Drive.

- 3.7 DP811356 (copy attached) was registered on 6.8.1991, by which Lot 2119 DP807968 and Lot 11 DP713872 were subdivided.

The original Lot 92 now formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055, Lots 2001 - 2006 & Lot 3090 DP811356 and Maryland Drive.

X *[Handwritten signature]*

[Handwritten signature]

- 3.8 DP816415 (copy attached) was registered on 11.5.1992, by which Lot 3090 DP811356 and Lot 1092 DP713055 were subdivided.

The original Lot 92 now formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055, Lots 2001 - 2006 & Lot 5087 DP816415 and Maryland Drive.

- 3.9 DP817438 (copy attached) was registered on 29.6.1992, by which Lot 5087 DP816415 and Lot 20 DP816849 were subdivided.

The original Lot 92 now formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055, Lots 2001 - 2006 DP807968 and Lot 6012 DP817438 and Maryland Drive.

- 3.10 DP835514 (copy attached) was registered on 15.2.1994, by which Lot 6012 DP817438, Lot 211 DP832198 and Lot 5086 DP816415 were subdivided.

The original Lot 92 now formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055, Lots 2001 - 2006 DP807968 and Lot 9082 DP835514 and Maryland Drive.

- 3.11 DP839872 (copy attached) was registered on 25.7.1994, by which Lots 9081 - 9083 (and other land).

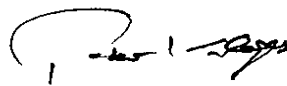
The original Lot 92 formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055, Lots 2001 - 2006 DP807968 & Lot 4 DP 839872 and Maryland Drive.

- 3.12 DP842686 (copy attached) was registered on 13.9.1994, by which Lot 4 DP839872 was subdivided.

The original Lot 92 formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055, Lots 2001 - 2006 DP807968 and Lots 8021 - 8025, 8028 - 8034, 8064 - 8066, 8081 - 8088 & 8097 DP 842686 and Tallah Place, Willai Way & Maryland Drive.

- 3.13 DP880709 (copy attached) was registered on 20-11-98, by which Lots 8025 - 8027, 8030 - 8032, & 8034 - 8036 DP842686 were subdivided.

The original Lot 92 DP880614 is currently contained in all/part of Lots 1015 - 1032 & 1040 - 1048 DP713055, Lots 2001 - 2006 DP807968 and


By L. J. [unclear] S.P.

Lots 8021 - 8024, 8028 - 8029, 8033, 8064 - 8066, 8081 - 8088 & 8097 DP842686, Lots 2, 4, 5 & 6 DP880709 and Tallah Place, Willai Way & Maryland Drive. These lots and roads are currently benefited by the Right of Carriageway 6.095 wide (vide M431702).

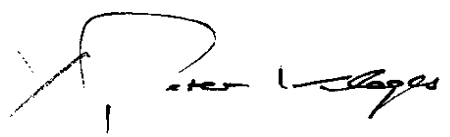
This is the most recent plan subdividing the former Lot 92 DP550614.

4. The attached list comprises:

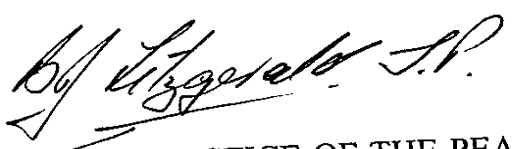
- 4.1 a list of all current Title references to the dominant tenements benefited by the Right of Carriageway 6.095 wide referred to;
- 4.2 a list of the names and addresses of all the current owners of the land benefited by the Right of Carriageway 6.095 wide referred to.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

SUBSCRIBED AND DECLARED at
Newcastle this ~~twelfth~~ 12th.)
day of August 1999)
Before me:-)



PETER KLAGES
LANDCOM



~~A SOLICITOR~~ A JUSTICE OF THE PEACE

REQUEST 6092484

REFERENCES TO TITLE OF DOMINANT TENEMENTS

8002-8024/842686

8028-8029/842686

8033/842686

8037-8063/842686

8065-8094/842686

8096-8123/842686

81-82/847953

1-6/880709

1-2/847636

1001-1016/850381

1023-1027/850381

1033-1037/850381

1047-1068/850381

1072-1095/850381

1102//850381

1109-1110/850381

1-39/860691

1-3/880710

7001-7003/850382

7006/850382

7008-7016/850382

7035-7036/850382

CP/SP63093

1014-1027/713055

1041-1048/713055

120/813448

2001-2002/807968

2004-2068/807968

2070-2073/807968
2075-2100/807968
2104-2115/807968
2117/807968

CP/SP40385

CP/SP42526

CP/SP40965

1-2/826810

1/839872
3/839872

6002-6004/817438
6006/817438

CP/SP60606

1-2/841329

2999-3005/811356
3016-3034/811356
3036-3047/811356
3049-3051/811356
3053-3054/811356
3056-3057/811356
3059-3066/811356
3068-3076/811356
3078/811356
3080-3082/811356
3084-3089/811356

CP/SP44642

481-482/841774

1-2/865882

1/853876

1-2/856042

CP/SP45384

1-2/874635

CP/SP45026

CP/SP50038

4037-4048/817991

4050-4057/817991

4059-4070/817991

CP/SP43738

1/831771

1-2/834140

9002-9012/835514

9015-9022/835514

9024-9064/835514

9066-9069/835514

9071-9080/835514

911-912/847109

131-132/845137

1-2/846180

231-232/843790

CP/SP52711

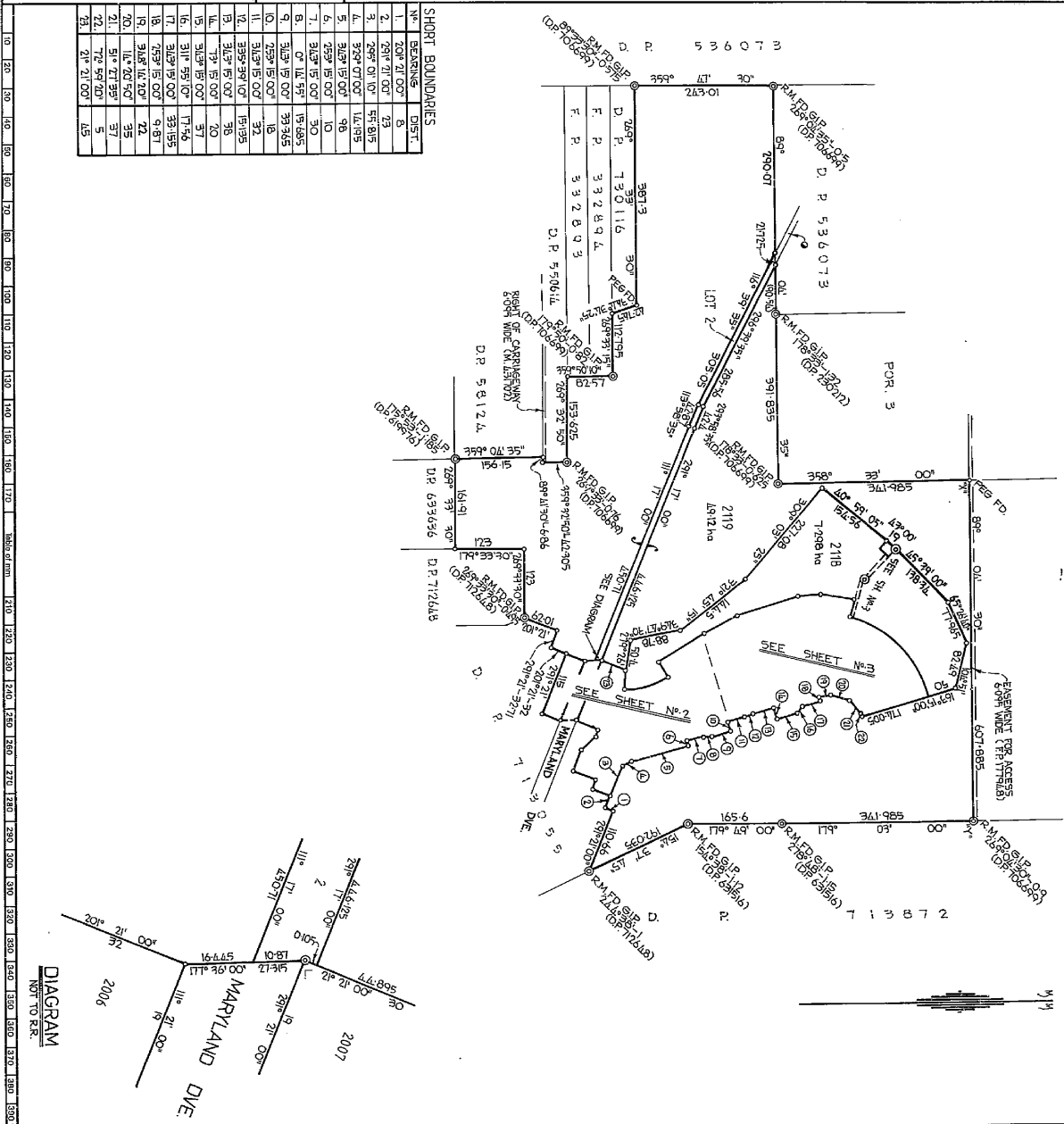
71-72/848636

PLAN FORM 2

SIGNATURE AND SEALS ONLY.
 SIGNED BY ME, PAUL FARNILL, AS DELEGATE
 HOLDINGS CORPORATION AND HEREBY
 CERTIFY THAT THE INFORMATION
 CONTAINED HEREIN IS TRUE AND
 CORRECT.
 Paul Farnill

RESERVE FOR HUNTER DISTRICT WATER BOARD PIPELINE, 1006 WIDE.

Plan Drawing only to appear in this space



Crown Lands Office Approval
 Head Approver: *Andrew Officer*
 Land District: *...*
 Date: *...*

Council Clerk's Certificate
 I hereby certify that -
 (a) the requirements of the Local Government Act, 1989 have been met;
 (b) the requirements of section 242 of the 1 Hydrographical Water Management and Drainage Act, 1989, as amended, have been complied with by the applicant in relation to the proposed "subdivision" or "consolidation" of the land shown in the plan.
 Council Clerk: *...*
 Date: *...*

* This part of certificate is to be signed when the application is only for a consolidation of land and the requirements of section 242 of the Hydrographical Water Management and Drainage Act, 1989, as amended, have been complied with by the applicant in relation to the proposed "subdivision" or "consolidation" of the land shown in the plan.
 I declare I am qualified.

SHORT BOUNDARIES

NO.	BEARING	DIST.
1.	208° 21' 00"	23
2.	258° 01' 00"	55.815
3.	259° 07' 00"	14.095
4.	312° 18' 00"	30
5.	312° 18' 00"	30
6.	312° 18' 00"	30
7.	312° 18' 00"	30
8.	312° 18' 00"	30
9.	312° 18' 00"	30
10.	312° 18' 00"	30
11.	312° 18' 00"	30
12.	312° 18' 00"	30
13.	312° 18' 00"	30
14.	312° 18' 00"	30
15.	312° 18' 00"	30
16.	312° 18' 00"	30
17.	312° 18' 00"	30
18.	312° 18' 00"	30
19.	312° 18' 00"	30
20.	312° 18' 00"	30
21.	312° 18' 00"	30
22.	312° 18' 00"	30
23.	312° 18' 00"	30
24.	312° 18' 00"	30
25.	312° 18' 00"	30
26.	312° 18' 00"	30
27.	312° 18' 00"	30
28.	312° 18' 00"	30
29.	312° 18' 00"	30
30.	312° 18' 00"	30
31.	312° 18' 00"	30
32.	312° 18' 00"	30
33.	312° 18' 00"	30
34.	312° 18' 00"	30
35.	312° 18' 00"	30
36.	312° 18' 00"	30
37.	312° 18' 00"	30
38.	312° 18' 00"	30
39.	312° 18' 00"	30
40.	312° 18' 00"	30
41.	312° 18' 00"	30
42.	312° 18' 00"	30
43.	312° 18' 00"	30
44.	312° 18' 00"	30
45.	312° 18' 00"	30

DIAGRAM NOT TO BE

MARIYLAND DVE

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2024

2025

2026

2027

2028

2029

2030

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Scale of mm: 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

OFFICE USE ONLY

DP 807968

CA: *NSW*

Registered: *1/8 28/2/1991*

This System: **TORRENS**

Purpose: **SUBDIVISION**

Ref. Map: **U 5457 - 6 #**

Last Plan: **DP 74761T, DP 80821H**

PLAN OF SUBDIVISION OF LOT 11 DP 74761T AND LOT 1 DP 80821H

Lengths are in metres. Reduction Ratio 15000

State: **NEWCASTLE**

Locality: **MARYLAND**

Parish: **HEXHAM**

County: **NORTHERNBERKLAND**

This is sheet 1 of my plan in 3 sheets.

PAUL FARNILL
 Director

STATEMENT OF WORKS

DATE: 1991 FOR STATEMENT OF INTENTION TO REGISTER THIS PLAN UNDER THE TORRENS SYSTEM. THE STATEMENT OF WORKS IS A DECLARATION BY THE REGISTRAR THAT THE PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE TORRENS SYSTEM. THE REGISTRAR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS PLAN.

STATEMENT OF WORKS

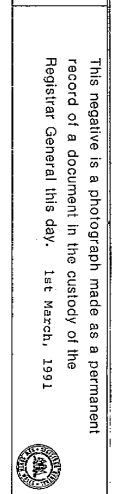
DATE: 1991 FOR STATEMENT OF INTENTION TO REGISTER THIS PLAN UNDER THE TORRENS SYSTEM. THE STATEMENT OF WORKS IS A DECLARATION BY THE REGISTRAR THAT THE PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE TORRENS SYSTEM. THE REGISTRAR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS PLAN.

STATEMENT OF WORKS

DATE: 1991 FOR STATEMENT OF INTENTION TO REGISTER THIS PLAN UNDER THE TORRENS SYSTEM. THE STATEMENT OF WORKS IS A DECLARATION BY THE REGISTRAR THAT THE PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE TORRENS SYSTEM. THE REGISTRAR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS PLAN.



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 1st March, 1991



PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY

LOT	CHORD	ARC	RAD.
205	149.01 30.4 7.25	9.285	71.0
206	152.29 30.1 8.74	10.26	71.0
207	155.57 15.1 8.79	11.195	31.0
208	159.19 20.1 10.05	12.075	31.0
209	162.68 10.1 12.24	12.24	31.0
210	166.18 15.1 14.05	12.505	201.5
211	169.68 20.1 15.85	12.77	201.5
212	173.18 25.1 17.65	13.035	201.5
213	176.68 30.1 19.45	13.3	201.5
214	180.18 35.1 21.25	13.565	201.5
215	183.68 40.1 23.05	13.83	201.5
216	187.18 45.1 24.85	14.095	201.5
217	190.68 50.1 26.65	14.36	201.5
218	194.18 55.1 28.45	14.625	201.5
219	197.68 60.1 30.25	14.89	201.5
220	201.18 65.1 32.05	15.155	201.5
221	204.68 70.1 33.85	15.42	201.5
222	208.18 75.1 35.65	15.685	201.5
223	211.68 80.1 37.45	15.95	201.5
224	215.18 85.1 39.25	16.215	201.5
225	218.68 90.1 41.05	16.48	201.5
226	222.18 95.1 42.85	16.745	201.5
227	225.68 100.1 44.65	17.01	201.5
228	229.18 105.1 46.45	17.275	201.5
229	232.68 110.1 48.25	17.54	201.5
230	236.18 115.1 50.05	17.805	201.5
231	239.68 120.1 51.85	18.07	201.5
232	243.18 125.1 53.65	18.335	201.5
233	246.68 130.1 55.45	18.6	201.5
234	250.18 135.1 57.25	18.865	201.5
235	253.68 140.1 59.05	19.13	201.5
236	257.18 145.1 60.85	19.395	201.5
237	260.68 150.1 62.65	19.66	201.5
238	264.18 155.1 64.45	19.925	201.5
239	267.68 160.1 66.25	20.19	201.5
240	271.18 165.1 68.05	20.455	201.5
241	274.68 170.1 69.85	20.72	201.5
242	278.18 175.1 71.65	20.985	201.5
243	281.68 180.1 73.45	21.25	201.5
244	285.18 185.1 75.25	21.515	201.5
245	288.68 190.1 77.05	21.78	201.5
246	292.18 195.1 78.85	22.045	201.5
247	295.68 200.1 80.65	22.31	201.5
248	299.18 205.1 82.45	22.575	201.5
249	302.68 210.1 84.25	22.84	201.5
250	306.18 215.1 86.05	23.105	201.5
251	309.68 220.1 87.85	23.37	201.5
252	313.18 225.1 89.65	23.635	201.5
253	316.68 230.1 91.45	23.9	201.5
254	320.18 235.1 93.25	24.165	201.5
255	323.68 240.1 95.05	24.43	201.5
256	327.18 245.1 96.85	24.695	201.5
257	330.68 250.1 98.65	24.96	201.5
258	334.18 255.1 100.45	25.225	201.5
259	337.68 260.1 102.25	25.49	201.5
260	341.18 265.1 104.05	25.755	201.5
261	344.68 270.1 105.85	26.02	201.5
262	348.18 275.1 107.65	26.285	201.5
263	351.68 280.1 109.45	26.55	201.5
264	355.18 285.1 111.25	26.815	201.5
265	358.68 290.1 113.05	27.08	201.5
266	362.18 295.1 114.85	27.345	201.5
267	365.68 300.1 116.65	27.61	201.5
268	369.18 305.1 118.45	27.875	201.5
269	372.68 310.1 120.25	28.14	201.5
270	376.18 315.1 122.05	28.405	201.5
271	379.68 320.1 123.85	28.67	201.5
272	383.18 325.1 125.65	28.935	201.5
273	386.68 330.1 127.45	29.2	201.5
274	390.18 335.1 129.25	29.465	201.5
275	393.68 340.1 131.05	29.73	201.5
276	397.18 345.1 132.85	29.995	201.5
277	400.68 350.1 134.65	30.26	201.5
278	404.18 355.1 136.45	30.525	201.5
279	407.68 360.1 138.25	30.79	201.5
280	411.18 365.1 140.05	31.055	201.5
281	414.68 370.1 141.85	31.32	201.5
282	418.18 375.1 143.65	31.585	201.5
283	421.68 380.1 145.45	31.85	201.5
284	425.18 385.1 147.25	32.115	201.5
285	428.68 390.1 149.05	32.38	201.5
286	432.18 395.1 150.85	32.645	201.5
287	435.68 400.1 152.65	32.91	201.5
288	439.18 405.1 154.45	33.175	201.5
289	442.68 410.1 156.25	33.44	201.5
290	446.18 415.1 158.05	33.705	201.5
291	449.68 420.1 159.85	33.97	201.5
292	453.18 425.1 161.65	34.235	201.5
293	456.68 430.1 163.45	34.5	201.5
294	460.18 435.1 165.25	34.765	201.5
295	463.68 440.1 167.05	35.03	201.5
296	467.18 445.1 168.85	35.295	201.5
297	470.68 450.1 170.65	35.56	201.5
298	474.18 455.1 172.45	35.825	201.5
299	477.68 460.1 174.25	36.09	201.5
300	481.18 465.1 176.05	36.355	201.5
301	484.68 470.1 177.85	36.62	201.5
302	488.18 475.1 179.65	36.885	201.5
303	491.68 480.1 181.45	37.15	201.5
304	495.18 485.1 183.25	37.415	201.5
305	498.68 490.1 185.05	37.68	201.5
306	502.18 495.1 186.85	37.945	201.5
307	505.68 500.1 188.65	38.21	201.5
308	509.18 505.1 190.45	38.475	201.5
309	512.68 510.1 192.25	38.74	201.5
310	516.18 515.1 194.05	39.005	201.5
311	519.68 520.1 195.85	39.27	201.5
312	523.18 525.1 197.65	39.535	201.5
313	526.68 530.1 199.45	39.8	201.5
314	530.18 535.1 201.25	40.065	201.5
315	533.68 540.1 203.05	40.33	201.5
316	537.18 545.1 204.85	40.595	201.5
317	540.68 550.1 206.65	40.86	201.5
318	544.18 555.1 208.45	41.125	201.5
319	547.68 560.1 210.25	41.39	201.5
320	551.18 565.1 212.05	41.655	201.5
321	554.68 570.1 213.85	41.92	201.5
322	558.18 575.1 215.65	42.185	201.5
323	561.68 580.1 217.45	42.45	201.5
324	565.18 585.1 219.25	42.715	201.5
325	568.68 590.1 221.05	42.98	201.5
326	572.18 595.1 222.85	43.245	201.5
327	575.68 600.1 224.65	43.51	201.5
328	579.18 605.1 226.45	43.775	201.5
329	582.68 610.1 228.25	44.04	201.5
330	586.18 615.1 230.05	44.305	201.5
331	589.68 620.1 231.85	44.57	201.5
332	593.18 625.1 233.65	44.835	201.5
333	596.68 630.1 235.45	45.1	201.5
334	600.18 635.1 237.25	45.365	201.5
335	603.68 640.1 239.05	45.63	201.5
336	607.18 645.1 240.85	45.895	201.5
337	610.68 650.1 242.65	46.16	201.5
338	614.18 655.1 244.45	46.425	201.5
339	617.68 660.1 246.25	46.69	201.5
340	621.18 665.1 248.05	46.955	201.5
341	624.68 670.1 249.85	47.22	201.5
342	628.18 675.1 251.65	47.485	201.5
343	631.68 680.1 253.45	47.75	201.5
344	635.18 685.1 255.25	48.015	201.5
345	638.68 690.1 257.05	48.28	201.5
346	642.18 695.1 258.85	48.545	201.5
347	645.68 700.1 260.65	48.81	201.5
348	649.18 705.1 262.45	49.075	201.5
349	652.68 710.1 264.25	49.34	201.5
350	656.18 715.1 266.05	49.605	201.5
351	659.68 720.1 267.85	49.87	201.5
352	663.18 725.1 269.65	50.135	201.5
353	666.68 730.1 271.45	50.4	201.5
354	670.18 735.1 273.25	50.665	201.5
355	673.68 740.1 275.05	50.93	201.5
356	677.18 745.1 276.85	51.195	201.5
357	680.68 750.1 278.65	51.46	201.5
358	684.18 755.1 280.45	51.725	201.5
359	687.68 760.1 282.25	51.99	201.5
360	691.18 765.1 284.05	52.255	201.5
361	694.68 770.1 285.85	52.52	201.5
362	698.18 775.1 287.65	52.785	201.5
363	701.68 780.1 289.45	53.05	201.5
364	705.18 785.1 291.25	53.315	201.5
365	708.68 790.1 293.05	53.58	201.5
366	712.18 795.1 294.85	53.845	201.5
367	715.68 800.1 296.65	54.11	201.5
368	719.18 805.1 298.45	54.375	201.5
369	722.68 810.1 300.25	54.64	201.5
370	726.18 815.1 302.05	54.905	201.5
371	729.68 820.1 303.85	55.17	201.5
372	733.18 825.1 305.65	55.435	201.5
373	736.68 830.1 307.45	55.7	201.5
374	740.18 835.1 309.25	55.965	201.5
375	743.68 840.1 311.05	56.23	201.5
376	747.18 845.1 312.85	56.495	201.5
377	750.68 850.1 314.65	56.76	201.5
378	754.18 855.1 316.45	57.025	201.5
379	757.68 860.1 318.25	57.29	201.5
380	761.18 865.1 320.05	57.555	201.5
381	764.68 870.1 321.85	57.82	201.5
382	768.18 875.1 323.65	58.085	201.5
383	771.68 880.1 325.45	58.35	201.5
384	775.18 885.1 327.25	58.615	201.5
385	778.68 890.1 329.05	58.88	201.5
386	782.18 895.1 330.85	59.145	201.5
387	785.68 900.1 332.65	59.41	201.5
388	789.18 905.1 334.45	59.675	201.5
389	792.68 910.1 336.25	59.94	201.5
390	796.18 915.1 338.05	60.205	201.5
391	799.68 920.1 339.85	60.47	201.5
392	803.18 925.1 341.65	60.735	201.5
393	806.68 930.1 343.45	61.0	201.5
394	810.18 935.1 345.25	61.265	201.5
395	813.68 940.1 347.05	61.53	201.5
396	817.18 945.1 348.85	61.795	201.5
397	820.68 950.1 350.65	62.06	201.5
398	824.18 955.1 352.45	62.325	201.5
399	827.68 960.1 354.25	62.59	201.5
400	831.18 965.1 356.05	62.855	201.5
401	834.68 970.1 357.85	63.12	201.5
402	838.18 975.1 359.65	63.385	201.5
403	841.68 980.1 361.45	63.65	201.5
404	845.18 985.1 363.25	63.915	201.5
405	848.68 990.1 365.05	64.18	201.5
406	852.18 995.1 366.85	64.445	201.5
407	855.68 1000.1 368.65	64.71	201.5
408	859.18 1005.1 370.45	64.975	201.5
409	862.68 1010.1 372.25	65.24	201.5
410	866.18 1015.1 374.05	65.505	201.5
411	869.68 1020.1 375.85	65.77	201.5
412	873.18 1025.1 377.65	66.035	201.5
413	876.68 1030.1 379.45	66.3	201.5
414	880.18 1035.1 381.25	66.565	201.5
415	88		

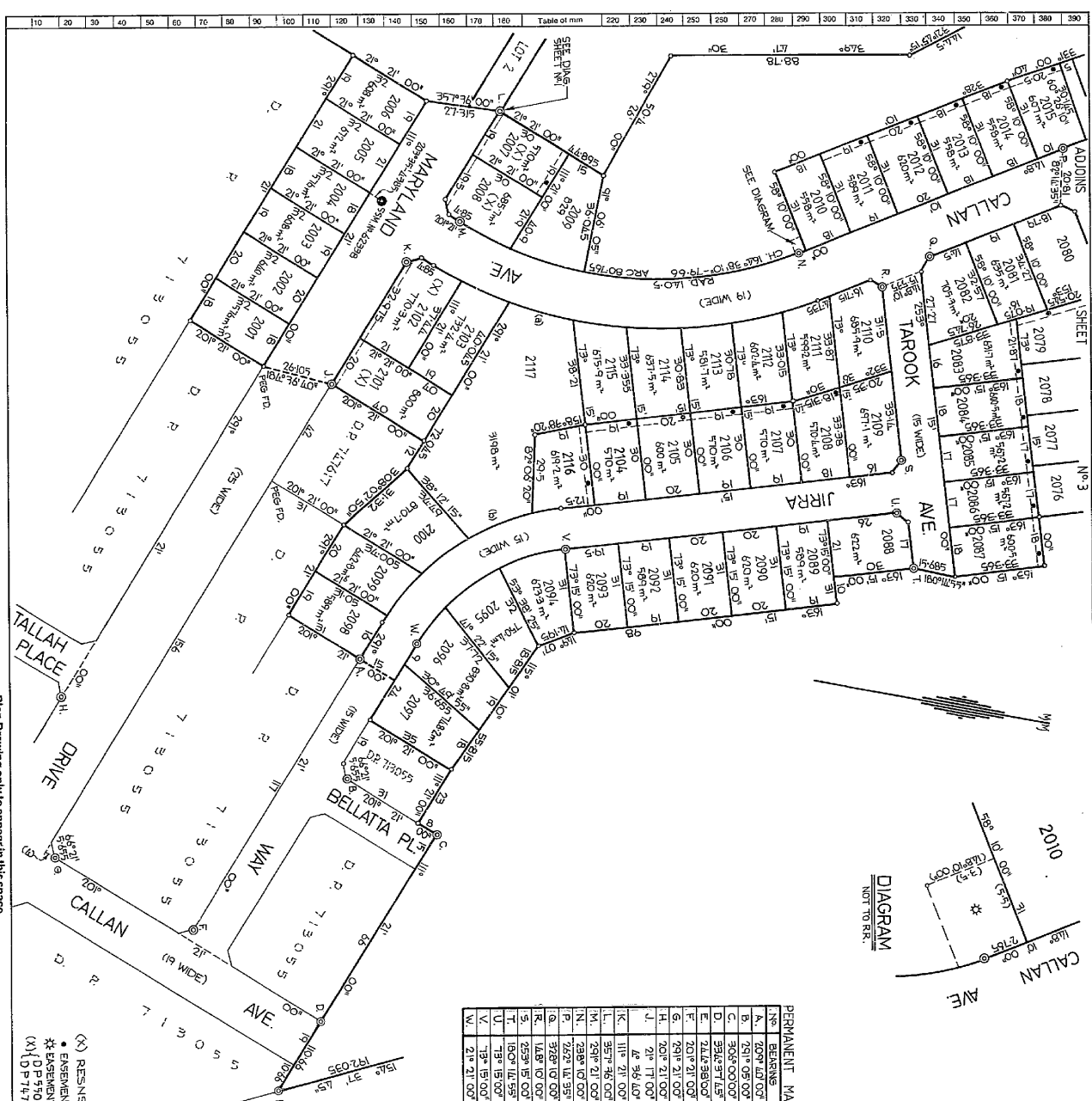


PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY



LOT	CHORD	ARC	RAD.
2008	187.01.05 - 21.21	21.23	160.5
2009	166.53.95 - 28.37	28.42	160.5
2003	159.07.30 - 0.5	0.5	74.5
2004	152.15.05 - 24.89	25	74.5
2005	134.01.30 - 24.89	25	74.5
2006	117.57.50 - 16.95	16.95	74.5
2008	112.18.50 - 3	3	99.5
2009	112.18.50 - 20.25	20.25	99.5
2102	139.09.00 - 21.54	21.54	159.5
2103	159.10.00 - 12.16	12.16	159.5
2104	152.92.00 - 13.76	13.76	159.5
2112	156.33.00 - 19.13	19.14	159.5
2113	163.24.00 - 19.0	19.0	159.5
2114	170.78.30 - 40.16	40.17	159.5
2115	177.35.00 - 19.4	19.4	159.5
2116	159.43.00 - 11	11.005	159.5
2118	159.34.00 - 24.46	24.465	159.5
2119	148.08.00 - 75.05	75.21	89.5

PERMANENT MARKS

NO	BEARING	DISTANCE	FROM
A.	208° 40' 00"	3.725	D.H.&W.F.D. (DP 713025)
B.	79° 16' 00"	3.725	D.H.&W.F.D. (DP 713025)
C.	306° 00' 00"	3.985	D.H.&W.F.D. (DP 713025)
D.	336° 37' 45"	4.55 & 19.65	D.H.&W.F.D. (DP 713025)
E.	216° 38' 00"	3.945 & 11.54	D.H.&W.F.D. (DP 713025)
F.	207° 21' 00"	3.5 & 14.55	D.H.&W.F.D. (DP 713025)
G.	79° 16' 00"	4.37 & 17.52	D.H.&W.F.D. (DP 713025)
H.	208° 21' 00"	7.415 & 20.56	D.H.&W.F.D. (DP 713025)
I.	42° 36' 00"	7.115 & 21.51	D.H.&W.F.D. (DP 713025)
K.	112° 21' 00"	1.33 & 18.44	D.H.&W.F.D. (DP 713025)
L.	357° 36' 00"	8.1 & 22.53	D.H.&W.F.D. (DP 713025)
M.	292° 21' 00"	4.315 & 15.47	D.H.&W.F.D. (DP 713025)
N.	288° 00' 00"	4.315 & 15.505	D.H.&W.F.D. (DP 713025)
P.	323° 14' 35"	4.605 & 17.225	D.H.&W.F.D. (DP 713025)
Q.	323° 14' 35"	6.92 & 18.77	D.H.&W.F.D. (DP 713025)
R.	148° 10' 00"	2.435 & 12.03	D.H.&W.F.D. (DP 713025)
S.	253° 15' 00"	6.155 & 16.855	D.H.&W.F.D. (DP 713025)
T.	150° 14' 55"	3.58 & 12.07	D.H.&W.F.D. (DP 713025)
U.	79° 15' 00"	3.27 & 11.21	D.H.&W.F.D. (DP 713025)
V.	79° 15' 00"	3.37 & 11.53	D.H.&W.F.D. (DP 713025)
W.	218° 21' 00"	3.45 & 11.595	D.H.&W.F.D. (DP 713025)

SPLAID CORNERS

LOT	BEARING	DIST.
2006	66° 21' 00"	5.635
2082	110° 42' 30"	5.635
2088	108° 15' 00"	5.635
2101	118° 15' 00"	5.635
2102	120° 42' 30"	5.635

SPREADERS REFERENCE: 7139/F

Reduction ratio: 1:1000

Registered: *NS 28-2-1992*

This is a true & correct copy of the plan as shown on the plan.

Stamp: *DP 807968*

Stamp: *DP 807968*

Stamp: *DP 807968*

Plan Drawing only to appear in this space

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

Table of mm

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 1st March, 1992

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

(Sheet 1 of 7 Sheets)

PLAN DP 667648

SUBDIVISION OF LOT 11
 D.P. 747617 AND LOT 1
 D.P. 808214

FULL NAME AND ADDRESS OF PROPRIETOR OF LAND
 N.S.W. LAND & HOUSING CORPORATION
 23 - 31 MOORE STREET,
 LIVERPOOL, N S W 2170

1. IDENTITY OF EASEMENT FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

Easement to drain water 2 wide

SCHEDULE OF LOTS AFFECTED

LOTS, ROAD OR AUTHORITY BENEFITED

LOTS BURDENED	LOTS, ROAD OR AUTHORITY BENEFITED
2007	2008
2011	2010
2012	2011 2010
2013	2012 2011 2010
2014	2013 2012 2011 2010
2015	2014 2013 2012 2011 2010
2116	JIRRA WAY
2108	2109
2107	2108 2109
2106	2107 2108 2109
2105	2106 2107 2108 2109
2104	2105 2106 2107 2108 2109
2116	2104 2105 2106 2107 2108 2109
2087	2119
2086	2087 2119
2085	2086 2087 2119
2084	2085 2086 2087 2119
2083	2084 2085 2086 2087 2119
2079	2083 2084 2085 2086 2087 2119
2075	2119
2074	2075 2119
2047	2048
2046	2047 2048
2070	2119
2069	2070 2119
2068	2069 2070 2119
2059	2060
2058	2059 2060
2057	2058 2059 2060
2050	2049 2049
2051	2050 2049
2052	2051 2050 2049
2053	2052 2051 2050 2049
2054	2053 2052 2051 2050 2049

REGISTERED



NS 26-2-1991

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

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

(Sheet 2 of 7 Sheets)

PLAN DP 667648

SUBDIVISION OF LOT 11
 D.P. 747617 AND LOT 1
 D.P. 808214

FULL NAME AND ADDRESS OF PROPRIETOR OF LAND
 N.S.W. LAND & HOUSING CORPORATION
 23 - 31 MOORE STREET,
 LIVERPOOL, N S W 2170

LOTS BURDENED(Cont.)

LOTS, ROAD OR AUTHORITY BENEFITED(Cont.)

2055	2054 2053 2052 2051 2050 2049
2056	2055 2054 2053 2052 2051 2050 2049
2018	2017
2019	2018 2017
2020	2019 2018 2017
2021	2020 2019 2018 2017
2022	2021 2020 2019 2018 2017
2023	2022 2021 2020 2019 2018 2017
2024	2023 2022 2021 2020 2019 2018 2017
2025	2024 2023 2022 2021 2020 2019 2018 2017
2027	2028
2026	2027 2028

2. IDENTITY OF EASEMENT SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

Easement for Electricity Substation 2.5 wide

SCHEDULE OF LOTS AFFECTED

AUTHORITY BENEFITED

The Sherkland County Council

LOTS BURDENED

2063

3. IDENTITY OF EASEMENT THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

Easement for Electricity Substation 3.5 wide

SCHEDULE OF LOTS AFFECTED

AUTHORITY BENEFITED

The Sherkland County Council

LOTS BURDENED

2118

4. IDENTITY OF EASEMENT FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Right of Carriageway 7 wide

SCHEDULE OF LOTS AFFECTED

AUTHORITY BENEFITED

Hunter Water Board

LOTS BURDENED

2118

REGISTERED



NS 26-2-1991

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 1st March, 1991





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

(Sheet 3 of 7 Sheets)

PLAN DP 807968

SUBDIVISION OF LOT 11
D.P. 747617 AND LOT 1
D.P. 808214

FULL NAME AND ADDRESS OF PROPRIETOR OF LAND
N.S.W. LAND & HOUSING CORPORATION
23 - 31 MOORE STREET,
LIVERPOOL, N S W 2170

PART ONE

5. IDENTIFY OF EASEMENT FIRMLY REFERRED TO IN ABOVEMENTIONED PLAN

Easement for Services 7 Wide
SCHEDULE OF LOTS AFFECTED
AUTHORITY BENEFITED

LOTS BURDENED

Hunter Water Board

6. IDENTIFY OF EASEMENT SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Easement for Waste Water Pumping Station
SCHEDULE OF LOTS AFFECTED
AUTHORITY BENEFITED

LOTS BURDENED

Hunter Water Board

7. IDENTIFY OF RESTRICTION SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions as to User
SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

LOTS BENEFITED

2001 NO 2116 Inclusive

2001 NO 2116 Inclusive

PART TWO

2. TERMS OF EASEMENT FOR ELECTRICITY SUBSTATION 2.5 WIDE SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

Reserving to and in favour of the Shortland County Council for the purpose of enabling the supply of electricity full right and liberty:-

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

REGISTERED 28.2.1991

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

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

(Sheet 4 of 7 Sheets)

PLAN DP 807968

SUBDIVISION OF LOT 11
D.P. 747617 AND LOT 1
D.P. 808214

FULL NAME AND ADDRESS OF PROPRIETOR OF LAND
N.S.W. LAND & HOUSING CORPORATION
23 - 31 MOORE STREET,
LIVERPOOL, N S W 2170

PART TWO

NAME OF AUTHORITY empowered to release vary or modify the Easement for Electricity Substation secondly referred to in above mentioned plan THE SHORTLAND COUNTY COUNCIL.

The Shortland County Council its successors and assigns PROVIDED THAT the cost of any release variation or modification is borne in all respects by the person requesting such modification, variation or release.

3. TERMS OF EASEMENT FOR ELECTRICITY SUBSTATION 3.5 WIDE THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN.

Reserving to and in favour of the Shortland County Council for the purpose of enabling the supply of electricity full right and liberty:-

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

NAME OF AUTHORITY empowered to release vary or modify the easement for Electricity Substation secondly referred to in above mentioned plan THE SHORTLAND COUNTY COUNCIL.

The Shortland County Council its successors and assigns PROVIDED THAT the cost of any release variation or modification is borne in all respects by the person requesting such modification, variation or release.

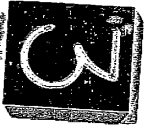
5. TERMS OF EASEMENT FOR SERVICES 7 WIDE FIRTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Full and free right title liberty and license for the dominant tenement and its agents servants and workmen with any tools implements and machinery necessary to construct lay maintain repair renew cleanse inspect remove repairs or alter the position of apparatus and apparatuses required to make available water, sewer gas electricity, telephone, and/or other domestic services for any reasonable time AND to open the soil of the servient tenement to such extent as may be necessary provided that the body in, it will take all reasonable precautions to ensure that as far as possible no disturbance is caused to the surface or nearby as practicable to its original condition AND that the persons or companies in whose favour this easement is created covenant with each other that they will not do or knowingly suffer to be done any act or

REGISTERED 28.2.1991

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 1st March, 1991





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

(Sheet 5 of 7 Sheets)
PLAN DP 807968
SUBDIVISION OF LOT 11
D.P. 747617 AND LOT 1
D.P. 808214

FULL NAME AND ADDRESS OF PROPRIETOR OF LAND
N.S.W. LAND & HOUSING CORPORATION
23 - 31 MOORE STREET,
LIVERPOOL, N S W 2170

PART TWO

thing which may injure or damage the pipes, wires, cables and any other apparatus installed for any of the aforesaid purposes and that if any such damage or injury be done or interference be made the party causing such damage shall forthwith pay the costs of repairing and making good all such injury or damage and restore the pipe wire cable and apparatus to the condition it was but for the injury or damage sustained and it is hereby declared that no building shall be erected or excavation or filling be carried out nor any structures fences or improvements of any kind be placed over or under the servient tenement except with the prior consent in writing of the Hunter Water Board its successors and assigns and except in compliance with any conditions which may be specified in such consent.

Name of Authority empowered to release vary or modify the easement for services fitfully referred to in the abovementioned plan.

HUNTER WATER BOARD its successors and assigns PROVIDED THAT the cost of any release variation or modification is borne in all respect by the person requesting such modification, variation or release.

6. TERMS OF EASEMENT FOR WASTE WATER PUMPING STATION SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

FULL AND FREE right title liberty and license for the HUNTERWATER BOARD its successors and assigns TO CONSTRUCT a wastewater pumping station with pipelines for water and sewerage services thereto and cables to convey electricity both underground and overhead with all apparatus and appliances thereof in over or under the surface of such parts of the land and to carry and convey through the said pumping station, pipelines and cables, sewage, water and electricity for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles horses or other animals plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement and subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed. AND it is hereby declared that no building shall be erected nor any structure of any kind placed in over or under the servient tenement except with the prior consent in writing of the HUNTER WATER BOARD and except in compliance with any conditions which the HUNTER WATER BOARD may specify in such consent.

Name of Authority empowered to release vary or modify the easement for services sixthly referred to in the abovementioned plan:-

HUNTER WATER BOARD its successors and assigns PROVIDED THAT the cost of any release variation or modification is borne in all respects by the person requesting such modification, variation or release.

REGISTERED NS 28-2-1991

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

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

(Sheet 6 of 7 Sheets)
PLAN DP 807968
SUBDIVISION OF LOT 11
D.P. 747617 AND LOT 1
D.P. 808214

FULL NAME AND ADDRESS OF PROPRIETOR OF LAND
N.S.W. LAND & HOUSING CORPORATION
23 - 31 MOORE STREET,
LIVERPOOL, N S W 2170

PART TWO

7. TERMS OF RESTRICTIONS AS TO USER SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

(a) Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building in any allotment arising out of the resubdivision of one or more of the lots burdened.

(b) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.

(c) Without the prior consent in writing of the New South Wales Land and Housing Corporation may in its complete discretion withhold or grant either unconditionally or subject to any conditions whatsoever no building or structure shall be erected on any lot burdened having external walls other than of new materials and any such building shall not be of a prefabricated or a temporary structure or of a kit type construction or which has been transported to or reassembled on such a lot.

(d) No fence shall be erected on each lot burdened closer to the street than the house building line as fixed by the Council of the City of Newcastle.

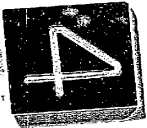
(e) No fence shall be erected on each lot to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successor other than purchases on sale but consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this restriction in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.

(f) No advertisement hoarding sign or matter shall be erected or displayed on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

REGISTERED NS 28-2-1991

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 1st March, 1991





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

PLAN DP 884598

(Sheet 7 of 7 Sheets)

SUBDIVISION OF LOT 11
D.P. 742017 AND LOT 1
D.P. 808214

FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND

N.S.W. LAND & HOUSING CORPORATION
22-31 MOONE STREET,
LIVERPOOL, N.S.W. 2170

PART TWO

(g) No sanitary convenience erected on each lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority in which event where sanitary convenience shall not be erected in a conspicuous place or position on the said lot and if the building or structure in which the said sanitary convenience is situated is visible from the street or streets to which the said lot fronts then the same shall be suitably screened.

(h) No earth, clay, stone, gravel, soil or sand shall be excavated, carried away or removed from each lot burdened except so far as may be reasonably necessary for the erection in accordance with the restrictions herein contained of any building or swimming pool on the said lot or for any purpose incidental or ancillary thereto.

Name of body or authority empowered to release vary or modify the restriction on use severally referred to in the abovementioned plan.

THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

SIGNED by me PAUL FARRWELL as
DELEGATE of the N.S.W. LAND &
HOUSING CORPORATION & I hereby
declare that I have no notice of
revocation of such notice,
in the presence of :-

N.S.W. LAND & HOUSING
CORPORATION by its delegate:-

Strikland

Paul Farrwell

REGISTERED



NS 28-2-1991

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 1st March, 1991



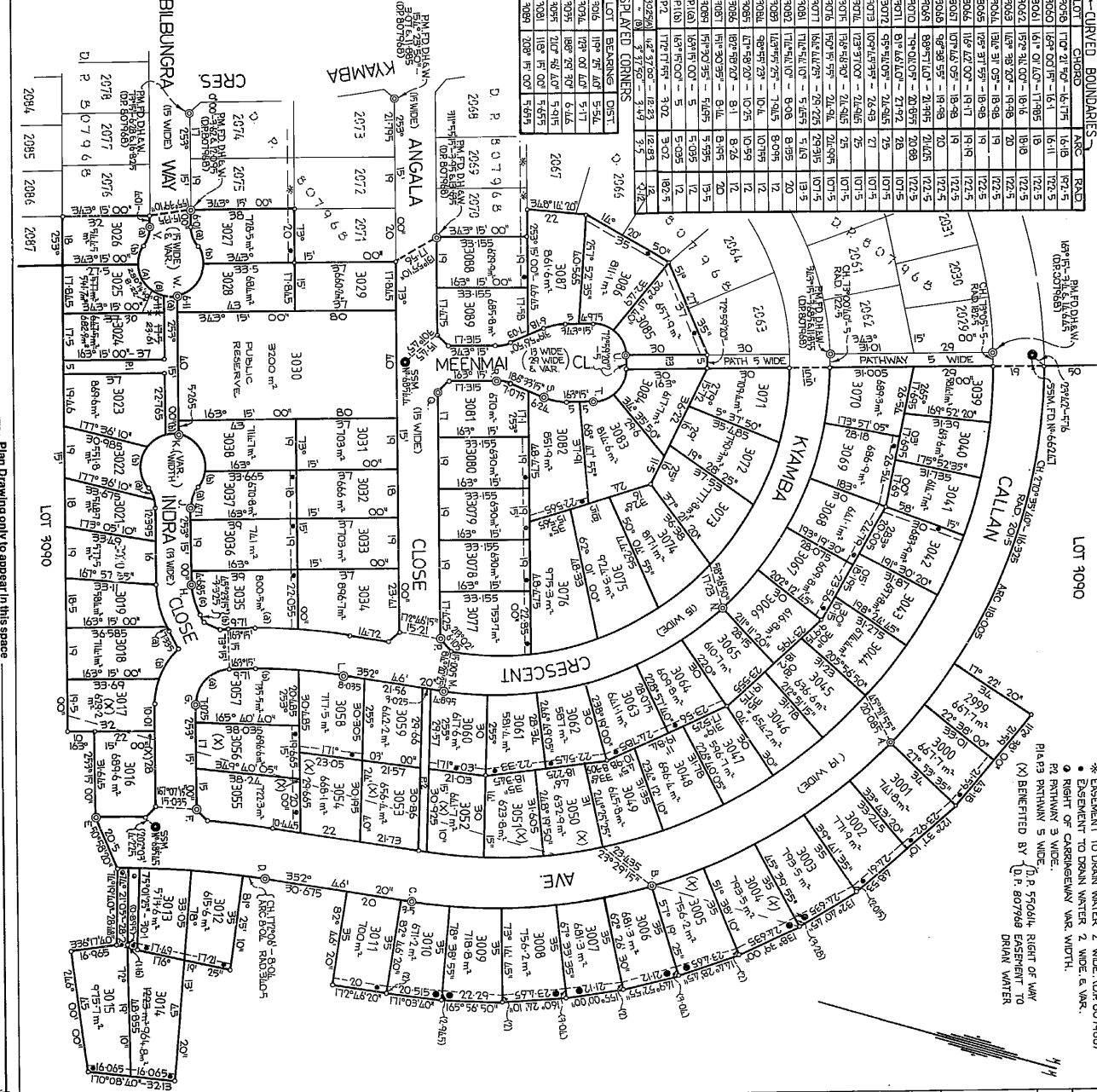
PLAN FORM 3

to be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY

PLAN NO.	PLAN CO-ORDINATES	AREA	PLAN NO.	PLAN CO-ORDINATES	AREA
1	100 00 00 - 100 00 00	0.00	1	100 00 00 - 100 00 00	0.00
2	100 00 00 - 100 00 00	0.00	2	100 00 00 - 100 00 00	0.00
3	100 00 00 - 100 00 00	0.00	3	100 00 00 - 100 00 00	0.00
4	100 00 00 - 100 00 00	0.00	4	100 00 00 - 100 00 00	0.00
5	100 00 00 - 100 00 00	0.00	5	100 00 00 - 100 00 00	0.00
6	100 00 00 - 100 00 00	0.00	6	100 00 00 - 100 00 00	0.00
7	100 00 00 - 100 00 00	0.00	7	100 00 00 - 100 00 00	0.00
8	100 00 00 - 100 00 00	0.00	8	100 00 00 - 100 00 00	0.00
9	100 00 00 - 100 00 00	0.00	9	100 00 00 - 100 00 00	0.00
10	100 00 00 - 100 00 00	0.00	10	100 00 00 - 100 00 00	0.00
11	100 00 00 - 100 00 00	0.00	11	100 00 00 - 100 00 00	0.00
12	100 00 00 - 100 00 00	0.00	12	100 00 00 - 100 00 00	0.00
13	100 00 00 - 100 00 00	0.00	13	100 00 00 - 100 00 00	0.00
14	100 00 00 - 100 00 00	0.00	14	100 00 00 - 100 00 00	0.00
15	100 00 00 - 100 00 00	0.00	15	100 00 00 - 100 00 00	0.00
16	100 00 00 - 100 00 00	0.00	16	100 00 00 - 100 00 00	0.00
17	100 00 00 - 100 00 00	0.00	17	100 00 00 - 100 00 00	0.00
18	100 00 00 - 100 00 00	0.00	18	100 00 00 - 100 00 00	0.00
19	100 00 00 - 100 00 00	0.00	19	100 00 00 - 100 00 00	0.00
20	100 00 00 - 100 00 00	0.00	20	100 00 00 - 100 00 00	0.00
21	100 00 00 - 100 00 00	0.00	21	100 00 00 - 100 00 00	0.00
22	100 00 00 - 100 00 00	0.00	22	100 00 00 - 100 00 00	0.00
23	100 00 00 - 100 00 00	0.00	23	100 00 00 - 100 00 00	0.00
24	100 00 00 - 100 00 00	0.00	24	100 00 00 - 100 00 00	0.00
25	100 00 00 - 100 00 00	0.00	25	100 00 00 - 100 00 00	0.00
26	100 00 00 - 100 00 00	0.00	26	100 00 00 - 100 00 00	0.00
27	100 00 00 - 100 00 00	0.00	27	100 00 00 - 100 00 00	0.00
28	100 00 00 - 100 00 00	0.00	28	100 00 00 - 100 00 00	0.00
29	100 00 00 - 100 00 00	0.00	29	100 00 00 - 100 00 00	0.00
30	100 00 00 - 100 00 00	0.00	30	100 00 00 - 100 00 00	0.00
31	100 00 00 - 100 00 00	0.00	31	100 00 00 - 100 00 00	0.00
32	100 00 00 - 100 00 00	0.00	32	100 00 00 - 100 00 00	0.00
33	100 00 00 - 100 00 00	0.00	33	100 00 00 - 100 00 00	0.00
34	100 00 00 - 100 00 00	0.00	34	100 00 00 - 100 00 00	0.00
35	100 00 00 - 100 00 00	0.00	35	100 00 00 - 100 00 00	0.00
36	100 00 00 - 100 00 00	0.00	36	100 00 00 - 100 00 00	0.00
37	100 00 00 - 100 00 00	0.00	37	100 00 00 - 100 00 00	0.00
38	100 00 00 - 100 00 00	0.00	38	100 00 00 - 100 00 00	0.00
39	100 00 00 - 100 00 00	0.00	39	100 00 00 - 100 00 00	0.00
40	100 00 00 - 100 00 00	0.00	40	100 00 00 - 100 00 00	0.00
41	100 00 00 - 100 00 00	0.00	41	100 00 00 - 100 00 00	0.00
42	100 00 00 - 100 00 00	0.00	42	100 00 00 - 100 00 00	0.00
43	100 00 00 - 100 00 00	0.00	43	100 00 00 - 100 00 00	0.00
44	100 00 00 - 100 00 00	0.00	44	100 00 00 - 100 00 00	0.00
45	100 00 00 - 100 00 00	0.00	45	100 00 00 - 100 00 00	0.00
46	100 00 00 - 100 00 00	0.00	46	100 00 00 - 100 00 00	0.00
47	100 00 00 - 100 00 00	0.00	47	100 00 00 - 100 00 00	0.00
48	100 00 00 - 100 00 00	0.00	48	100 00 00 - 100 00 00	0.00
49	100 00 00 - 100 00 00	0.00	49	100 00 00 - 100 00 00	0.00
50	100 00 00 - 100 00 00	0.00	50	100 00 00 - 100 00 00	0.00
51	100 00 00 - 100 00 00	0.00	51	100 00 00 - 100 00 00	0.00
52	100 00 00 - 100 00 00	0.00	52	100 00 00 - 100 00 00	0.00
53	100 00 00 - 100 00 00	0.00	53	100 00 00 - 100 00 00	0.00
54	100 00 00 - 100 00 00	0.00	54	100 00 00 - 100 00 00	0.00
55	100 00 00 - 100 00 00	0.00	55	100 00 00 - 100 00 00	0.00
56	100 00 00 - 100 00 00	0.00	56	100 00 00 - 100 00 00	0.00
57	100 00 00 - 100 00 00	0.00	57	100 00 00 - 100 00 00	0.00
58	100 00 00 - 100 00 00	0.00	58	100 00 00 - 100 00 00	0.00
59	100 00 00 - 100 00 00	0.00	59	100 00 00 - 100 00 00	0.00
60	100 00 00 - 100 00 00	0.00	60	100 00 00 - 100 00 00	0.00
61	100 00 00 - 100 00 00	0.00	61	100 00 00 - 100 00 00	0.00
62	100 00 00 - 100 00 00	0.00	62	100 00 00 - 100 00 00	0.00
63	100 00 00 - 100 00 00	0.00	63	100 00 00 - 100 00 00	0.00
64	100 00 00 - 100 00 00	0.00	64	100 00 00 - 100 00 00	0.00
65	100 00 00 - 100 00 00	0.00	65	100 00 00 - 100 00 00	0.00
66	100 00 00 - 100 00 00	0.00	66	100 00 00 - 100 00 00	0.00
67	100 00 00 - 100 00 00	0.00	67	100 00 00 - 100 00 00	0.00
68	100 00 00 - 100 00 00	0.00	68	100 00 00 - 100 00 00	0.00
69	100 00 00 - 100 00 00	0.00	69	100 00 00 - 100 00 00	0.00
70	100 00 00 - 100 00 00	0.00	70	100 00 00 - 100 00 00	0.00
71	100 00 00 - 100 00 00	0.00	71	100 00 00 - 100 00 00	0.00
72	100 00 00 - 100 00 00	0.00	72	100 00 00 - 100 00 00	0.00
73	100 00 00 - 100 00 00	0.00	73	100 00 00 - 100 00 00	0.00
74	100 00 00 - 100 00 00	0.00	74	100 00 00 - 100 00 00	0.00
75	100 00 00 - 100 00 00	0.00	75	100 00 00 - 100 00 00	0.00
76	100 00 00 - 100 00 00	0.00	76	100 00 00 - 100 00 00	0.00
77	100 00 00 - 100 00 00	0.00	77	100 00 00 - 100 00 00	0.00
78	100 00 00 - 100 00 00	0.00	78	100 00 00 - 100 00 00	0.00
79	100 00 00 - 100 00 00	0.00	79	100 00 00 - 100 00 00	0.00
80	100 00 00 - 100 00 00	0.00	80	100 00 00 - 100 00 00	0.00
81	100 00 00 - 100 00 00	0.00	81	100 00 00 - 100 00 00	0.00
82	100 00 00 - 100 00 00	0.00	82	100 00 00 - 100 00 00	0.00
83	100 00 00 - 100 00 00	0.00	83	100 00 00 - 100 00 00	0.00
84	100 00 00 - 100 00 00	0.00	84	100 00 00 - 100 00 00	0.00
85	100 00 00 - 100 00 00	0.00	85	100 00 00 - 100 00 00	0.00
86	100 00 00 - 100 00 00	0.00	86	100 00 00 - 100 00 00	0.00
87	100 00 00 - 100 00 00	0.00	87	100 00 00 - 100 00 00	0.00
88	100 00 00 - 100 00 00	0.00	88	100 00 00 - 100 00 00	0.00
89	100 00 00 - 100 00 00	0.00	89	100 00 00 - 100 00 00	0.00
90	100 00 00 - 100 00 00	0.00	90	100 00 00 - 100 00 00	0.00
91	100 00 00 - 100 00 00	0.00	91	100 00 00 - 100 00 00	0.00
92	100 00 00 - 100 00 00	0.00	92	100 00 00 - 100 00 00	0.00
93	100 00 00 - 100 00 00	0.00	93	100 00 00 - 100 00 00	0.00
94	100 00 00 - 100 00 00	0.00	94	100 00 00 - 100 00 00	0.00
95	100 00 00 - 100 00 00	0.00	95	100 00 00 - 100 00 00	0.00
96	100 00 00 - 100 00 00	0.00	96	100 00 00 - 100 00 00	0.00
97	100 00 00 - 100 00 00	0.00	97	100 00 00 - 100 00 00	0.00
98	100 00 00 - 100 00 00	0.00	98	100 00 00 - 100 00 00	0.00
99	100 00 00 - 100 00 00	0.00	99	100 00 00 - 100 00 00	0.00
100	100 00 00 - 100 00 00	0.00	100	100 00 00 - 100 00 00	0.00



Registered DP 811356

Registered 2nd Plan Form 3

Scale 1:1000

Surveyors Reference: T136/J

Plan Amended in LTO at Surveyors Request

18-3-1992

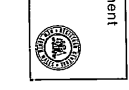


AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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

Plan Drawing only to appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 20th March 1992



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

PLAN DP 811356

PART ONE (Sheet 1 of 4 Sheets)

SUBDIVISION OF LOT 2119
 D.P. 807968 AND LOT 11
 D.P. 713872

N.S.W. LAND & HOUSING CORPORATION
 23 - 31 MOORE STREET,
 LIVERPOOL, N S W 2170

1. FULL NAME AND ADDRESS OF PROPRIETOR OF LAND
- IDENTITY OF EASEMENT FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN
- Easement to drain water 2 wide and variable

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED	LOTS, ROAD OR AUTHORITY BENEFITED
3000	2999
3001	2999 3000
3002	2999 3000 3001
3003	2999 3000 3001 3002
3004	2999 3000 3001 3002 3003
3005	2999 3000 3001 3002 3003 3004
3006	2999 3000 3001 3002 3003 3004 3005
3007	2999 3000 3001 3002 3003 3004 3005 3006
3008	2999 3000 3001 3002 3003 3004 3005 3006 3007
3009	2999 3000 3001 3002 3003 3004 3005 3006 3007 3008
3010	2999 3000 3001 3002 3003 3004 3005 3006 3007 3008 3009
3011	2999 3000 3001 3002 3003 3004 3005 3006 3007 3008 3009 3010
3012	3090 3015 3014 3012
3013	3090 3015 3014 3012
3014	3090 3015 3014 3012
3015	3090 3015 3014 3012
3016	3090 3015 3014 3012
3017	3090 3015 3014 3012
3067	3066
3068	3066 3067
3042	3066 3067 3068
3069	3070
3068	3070 3069
3042	3070 3069 3068
3064	3065
3063	3065 3064
3062	3065 3064 3063
3061	3065 3064 3063 3062
3060	3065 3064 3063 3062 3061
3058	3059
3056	3059 3058
3055	3059 3058 3056

REGISTERED 6.8.1991

[Handwritten Signature]

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

DP 811356

(Sheet 2 of 4 Sheets)

SUBDIVISION OF LOT 2119
 D.P. 807968 AND LOT 11
 D.P. 713872

N.S.W. LAND & HOUSING CORPORATION
 23 - 31 MOORE STREET,
 LIVERPOOL, N S W 2170

1. FULL NAME AND ADDRESS OF PROPRIETOR OF LAND
- IDENTITY OF EASEMENT FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN
- Easement to drain water 2 wide and variable

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED (contd.)	LOTS, ROAD OR AUTHORITY BENEFITED (contd.)
3056	3057
3055	3057 3056
3027	3028
3028	3028 3027
3037	3038
3036	3038 3037
3035	3038 3037 3036
3088	3089
3089	3089 3088
3086	3087
3085	3087 3086
3080	3081
3079	3081 3080
3078	3081 3080 3079
3077	3081 3080 3079 3078
3082	3083
3079	3083 3082
3078	3083 3082 3079
3077	3083 3082 3079 3078

Name of Authority empowered to Release Vary or Modify the terms of the Easement, Firstly referred to in the above-mentioned plan.
 THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE CITY OF NEWCASTLE

REGISTERED 6.8.1991

[Handwritten Signature]

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

Portable of mm

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 8th August, 1991



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

(Sheet 3 of 4 Sheets)

DP811356

SUBDIVISION OF LOT 2119
 D.P. 807968 AND LOT 11
 D.P. 713872

FULL NAME AND ADDRESS OF PROPRIETOR OF LAND
 N.S.M. LAND & HOUSING CORPORATION
 23 - 31 MOORE STREET
 LIVERPOOL, N S W 2170

PART ONE

2. IDENTITY OF EASEMENT SECURELY REFERRED TO IN ABOVEMENTIONED PLAN Right of Carriageway Variable Width

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED	LOTS BENEFITED
3014	3015
3015	3014

Name of Authority Empowered to Release Vary or Modify the Easement Secondly Referred to in the abovementioned plan.

THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

3. IDENTITY OF RESTRICTION THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN Restriction on the use of the land

SCHEDULE OF LOTS AFFECTED

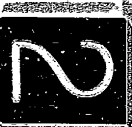
LOTS BURDENED	LOTS BENEFITED
2999 to 3029 Inclusive	2999 to 3029 Inclusive
3031 to 3089 Inclusive	3031 to 3089 Inclusive

PART TWO

3. TERMS OF RESTRICTIONS ON THE USE OF THE LAND THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN.

(a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchases on sale but consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.

REGISTERED 681991.



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

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

(Sheet 4 of 4 Sheets)

DP811356

SUBDIVISION OF LOT 2119
 D.P. 807968 AND LOT 11
 D.P. 713872

FULL NAME AND ADDRESS OF PROPRIETOR OF LAND
 N.S.M. LAND & HOUSING CORPORATION
 23 - 31 MOORE STREET,
 LIVERPOOL, N S W 2170

PART TWO

(b) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

Name of Authority Empowered to Release Vary or Modify the restrictions on the use of the land Thirdly referred to in the abovementioned plan.

THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

SIGNED by me PAUL FARRELL as DELEGATE of the N.S.M. LAND & HOUSING CORPORATION & I hereby declare that I have no notice of revocation of such notice, in the presence of :-

 N.S.M. LAND & HOUSING CORPORATION by its delegate:-

REGISTERED 681991.

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 8th August, 1991



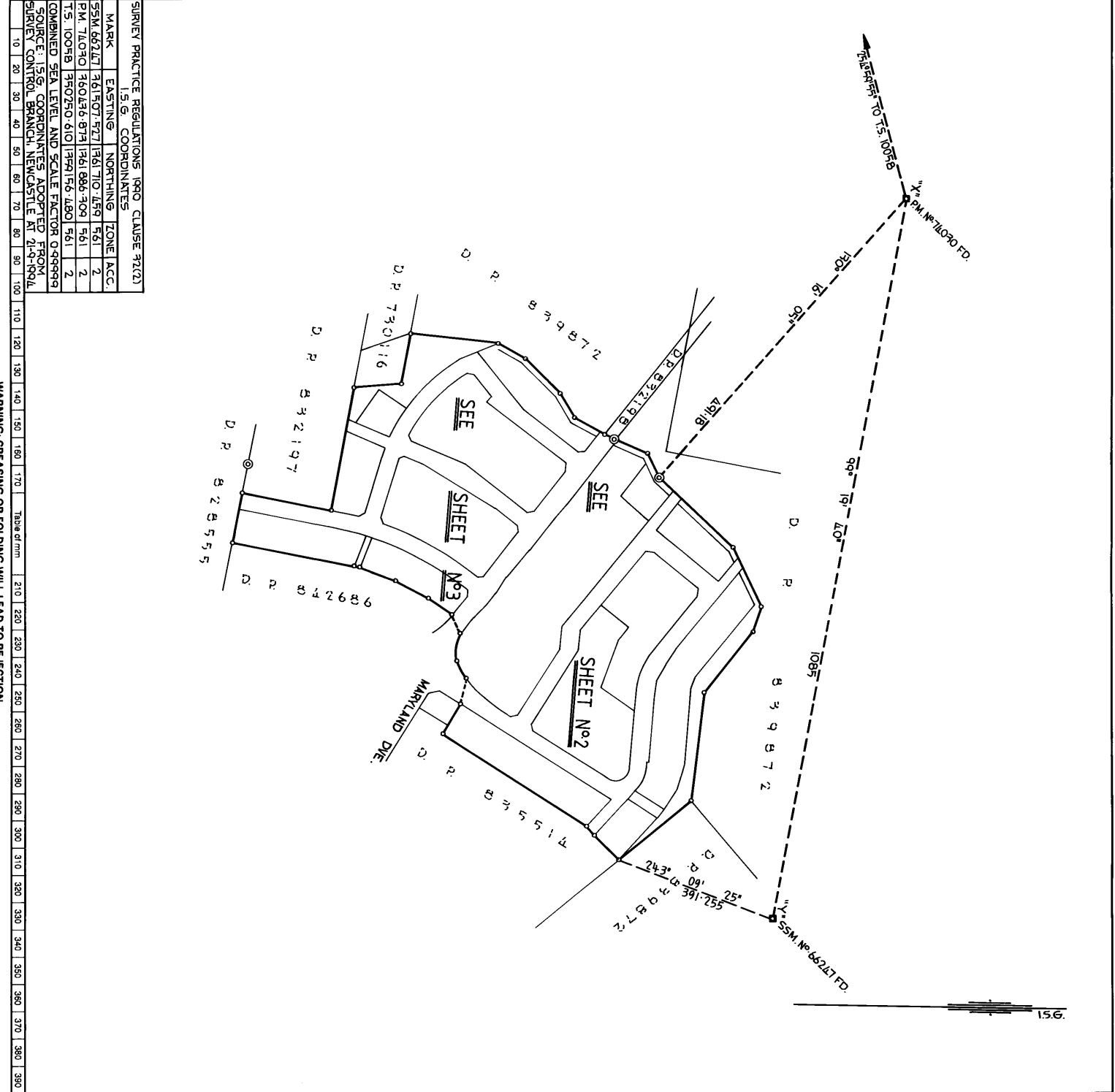
SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants SIGNED BY ME, RAYMOND LESLIE CHAMBERS AS DELEGATE OF THE NEW SOUTH WALES LAND AND HOUSING CORPORATION AND IN WITNESS WHEREOF I HAVE HEREON SET MY HAND AND OFFICE OF REVOCATION OF SUCH DELEGATION.

R. L. Chambers

Crown Lands Office Approval
 PLANNING APPROVED: Authorized Officer
 Land District: 8988
 Paper No: 8988
 Field Book: 8988

Council's Certificate
 I hereby certify that:
 (a) the requirements of the Local Government Act, 1919 other than the requirements of Subdivision 7 of the Hunter Water Board (Corporation) Act, 1981
 (b) the requirements of Subdivision 7 of the Hunter Water Board (Corporation) Act, 1981
 have been complied with by the applicant in relation to the proposed:
 Subdivision
 (insert "new road", "subdivision" or "consolidated lot" set out herein)
 Subdivision No. 6680

PLANNING REFERENCE: TT19/W



SURVEY PRACTICE REGULATIONS 1980 CLAUSE 21(2)

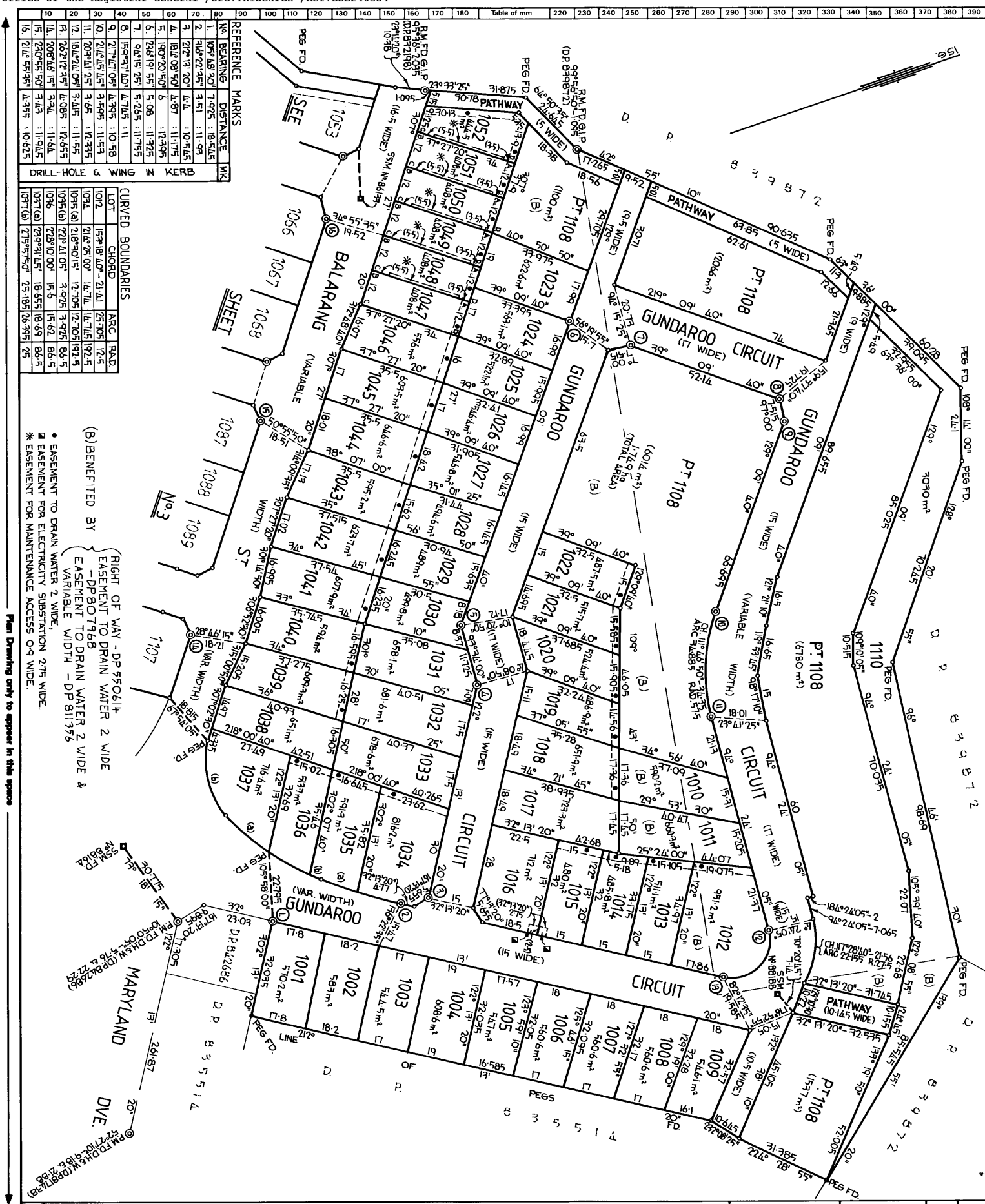
MARK	EASTING	NORTHING	ZONE ACC.
55M 66217	161507.572	1561710.459	2
55M 71070	160136.874	1561886.309	2
T.S. 10058	1550250.610	156156.480	2

COMBINED SEA LEVEL AND SCALE FACTOR 0.99999
 SOURCE: 1986 COORDINATES ADAPTED FROM SURVEY CONTROL BRANCH NEWCASTLE M 21-9-1994

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Table of mm	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390
-------------	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

DP 850381	Registered: 11-7-1995	CA. No 6680 OF 13-6-1995	Title System: TORRENS	Purpose: SUBDIVISION	Ref. Map: U5457-6 #	Last Plan: DP 842686
PLAN OF SUBDIVISION OF LOT 8000 DP 842686.	Lengths are in metres Reduction Ratio 1:2500	LG: NEWCASTLE CITY	Locality: MARYLAND	Parish: HEKHAM	County: NORTHUMBERLAND	This is sheet 1 of my plan in 3 sheets (Delete if inapplicable)
ALLAN WILLIAM CAMANASH	OSHWERE MARLER & CAMANASH P/L of 16 DARBY ST. NEWCASTLE.	a surveyor registered under the Surveyors Act 1925, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1980 and was completed on 19TH DEC. 1994.	(Signature) <i>A. W. Camanash</i>	Deputy Registrar-General The Surveyors Act 1925	Plans used in preparation of survey/compassion: DP 842686 DP 832197 DP 839872 DP 839514 DP 790116	PLAN FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants. WHERE ANY LOT SHOWN HEREIN ABUTS A NON-TIDAL STREAM OR ROAD, THE BOUNDARY OF THE LOT IS TO BE THE MIDDLE LINE OF THE STREAM OR ROAD. IT IS INTENDED TO DEDICATE BALRANGONG STREET, BUNDRIDGE KARRIARA STREET, PATHWAY 5 WIDE AND PATHWAY 10 1/4 WIDE AS PUBLIC ROAD. PURSUANT TO SEC 88B, CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE: 1) EASEMENT TO DRAIN WATER 2 WIDE AND 2) EASEMENT TO DRAIN WATER 2 WIDE AND 3) EASEMENT FOR MAINTENANCE ACCESS 0.9 WIDE. 1) SUBSTITUTION 2 1/4 WIDE. 2) POSITIVE COVENANT 3) POSITIVE COVENANT 4) POSITIVE COVENANT 5) POSITIVE COVENANT 6) POSITIVE COVENANT 7) POSITIVE COVENANT 8) RESTRICTIONS ON THE USE OF THE LAND PURSUANT TO SEC 88D OF THE HOUSING ACT 1908 AS PUBLIC RESERVE.



REFERENCE MARKS

NO	BEARING	DISTANCE	MARK
1	109° 48' 30"	7.925	B-515
2	216° 27' 35"	3.51	11-99
3	212° 13' 20"	11.05	11-175
4	181° 08' 50"	1.67	11-175
5	190° 30' 50"	6	10-395
6	233° 19' 55"	5.08	11-925
7	302° 15' 25"	5.265	11-755
8	155° 34' 10"	1.715	11
9	217° 17' 05"	3.595	10-58
10	214° 45' 15"	3.595	11-54
11	209° 41' 25"	3.65	12-335
12	181° 21' 05"	12.705	12-104
13	262° 12' 35"	1.085	12-655
14	208° 46' 15"	3.74	11-64
15	230° 55' 50"	3.14	11-915
16	211° 55' 35"	1.995	10-825

CURVED BOUNDARIES

LOT	CHORD	ARC	RAD
1012	159° 18' 10" - 21.41	75.705	12-5
1014	216° 25' 00" - 16.714	11.716	19-2.5
1015 (a)	121° 11' 05" - 3.925	3.925	12-104
1015 (b)	221° 11' 05" - 3.925	3.925	12-104
1016	228° 10' 00" - 15.6	15.6	18-6
1017 (a)	239° 31' 15" - 18.655	18.655	18-69
1017 (b)	271° 57' 50" - 25.181	25.181	25

(B) BENEFITED BY
 RIGHT OF WAY - DP 550614
 EASEMENT TO DRAIN WATER 2 WIDE
 - DP 807968
 EASEMENT TO DRAIN WATER 2 WIDE &
 VARIABLE WIDTH - DP 811376
 EASEMENT TO DRAIN WATER 2 WIDE.
 EASEMENT FOR ELECTRICITY SUBSTATION 275 WIDE.
 EASEMENT FOR MAINTENANCE ACCESS 0.9 WIDE.

Plan Drawing only to appear in this space

Reduction Ratio: 1:800

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

Registered: DP 850381

This is sheet 2 of 2 of the plan of 3 sheets covered by my Certificate No. 6680 of 13 06 98

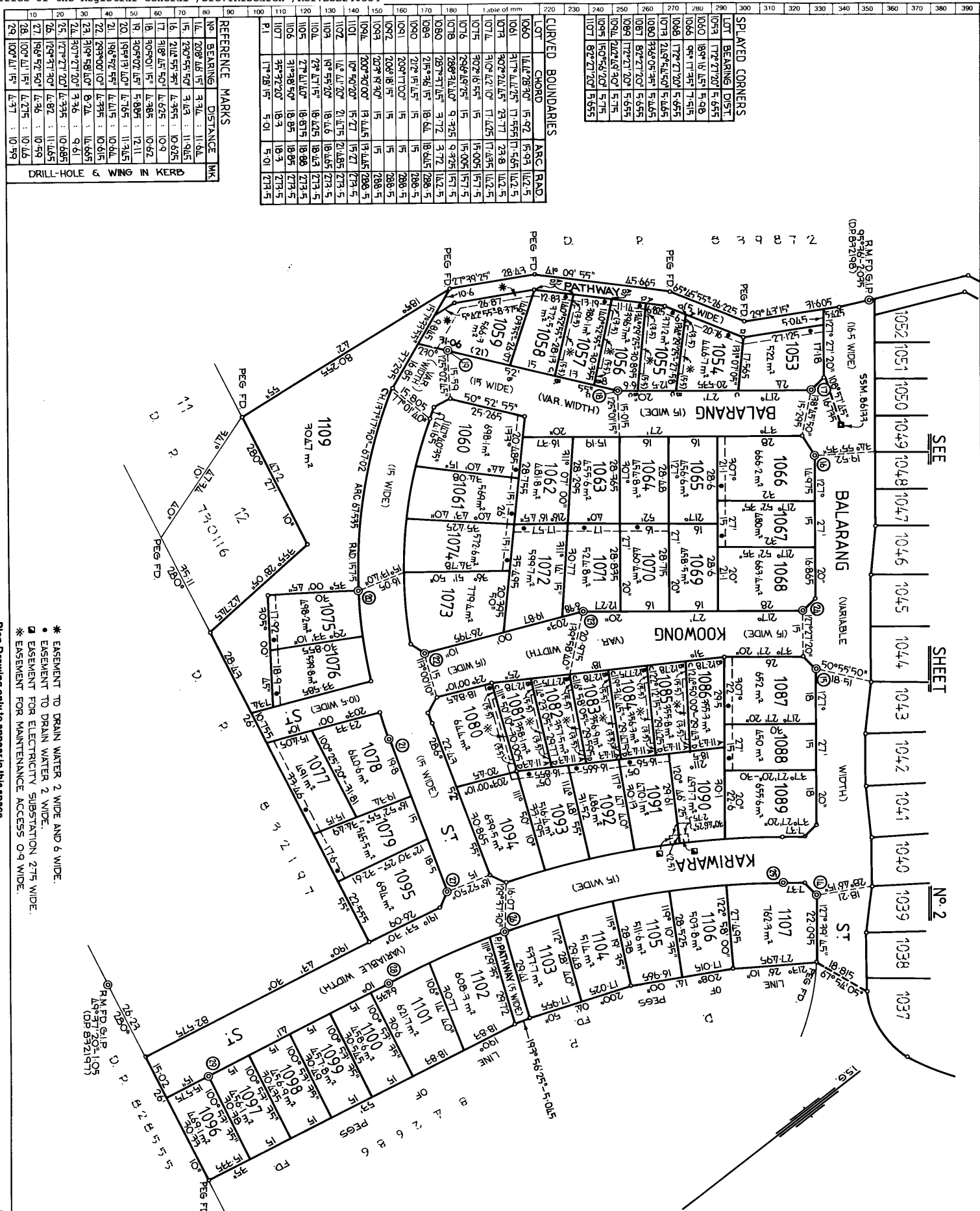
Surveyor registered under Surveyors Act 1928

G. D. Campbell

Surveyor

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

Surveyor's Reference: 7788/N



<p>Registered: DP 850381</p> <p>This is sheet 3 of the plan of 3, 6660 streets covered by my certificate of title 30695</p> <p>Suwayo registered under Surveys Act 1929</p> <p><i>A. Deane</i></p> <p>This is sheet 3 of the plan of 3, 6660 streets covered by my certificate of title 30695</p> <p>General Manager/Authorized Person</p>	<p>Reduction Ratio 1:800</p> <p>Plan Drawing only to appear in this space</p>
---	---

NO	BEARING	DISTANCE	MKS
1	208° 48' 15"	3.74	1:15.6
2	230° 55' 50"	3.43	1:19.6
3	214° 55' 36"	4.35	10.625
4	171° 48' 45"	4.625	10.9
5	40° 50' 15"	4.865	10.62
6	30° 02' 07"	5.885	12.11
7	19° 13' 10"	4.765	11.45
8	196° 52' 55"	4.415	10.64
9	29° 00' 10"	4.375	10.615
10	307° 27' 20"	3.76	9.61
11	127° 27' 20"	4.335	10.685
12	105° 31' 30"	4.82	11.465
13	100° 41' 15"	4.215	10.46
14	100° 41' 15"	4.31	10.59

LOT	CHORD	ARC RAD
1060	144° 28' 30"	15.92
1061	317° 44' 45"	17.55
1074	307° 26' 45"	23.71
1075	310° 42' 10"	17.425
1076	307° 16' 55"	15.005
1078	286° 49' 25"	9.325
1079	289° 34' 10"	9.375
1080	287° 37' 15"	9.712
1060	272° 15' 45"	15
1061	209° 11' 00"	15
1062	204° 18' 15"	15
1063	207° 19' 30"	15
1064	207° 40' 00"	15.445
1065	207° 50' 20"	15.727
1066	214° 20' 21.475	21.485
1067	18° 55' 20"	18.46
1068	27° 41' 40"	18.875
1069	31° 18' 50"	18.85
1070	35° 32' 20"	18.3
1071	17° 28' 15"	5.01

NO	BEARING	DISTANCE	MKS
15	208° 48' 15"	3.74	1:15.6
16	230° 55' 50"	3.43	1:19.6
17	214° 55' 36"	4.35	10.625
18	171° 48' 45"	4.625	10.9
19	40° 50' 15"	4.865	10.62
20	30° 02' 07"	5.885	12.11
21	19° 13' 10"	4.765	11.45
22	196° 52' 55"	4.415	10.64
23	29° 00' 10"	4.375	10.615
24	307° 27' 20"	3.76	9.61
25	127° 27' 20"	4.335	10.685
26	105° 31' 30"	4.82	11.465
27	100° 41' 15"	4.215	10.46
28	100° 41' 15"	4.31	10.59

DRILL-HOLE & WING IN KERB

* EASEMENT TO DRAIN WATER 2 WIDE AND 6 WIDE.
 * EASEMENT TO DRAIN WATER 2 WIDE.
 * EASEMENT FOR ELECTRICITY SUBSTATION 275 WIDE.
 * EASEMENT FOR MAINTENANCE ACCESS 0.9 WIDE.

Plan Drawing only to appear in this space

Reduction Ratio 1:800

Surveyors Reference 7738/W

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

(Sheet 1 of 9 Sheets)

PART ONE

PLAN **DP850381**

SUBDIVISION OF LOT 800 D.P. 842688

FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND

N.S.W. LAND & HOUSING
CORPORATION
1 FITZWILLIAM STREET,
PARRAMATTA N.S.W. 2150

1. IDENTITY OF EASEMENT FIRSTLY
REFERRED TO IN ABOVEMENTIONED PLAN

Easement to Drain Water 2 Wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

LOTS ROADS BENEFITED

1015

1016

1014

1015 1016

1013

1014 1015 1016

1012

1013 1014 1015 1016

1018

1017

1019

1018 1017

1020

1019 1018 1017

1021

1020 1019 1018 1017

1022

1021 1020 1019 1018 1017

1036

1037

1035

1036 1037

1034

1035 1036 1037

1039

1038

1040

1039 1038

1041

1040 1039 1038

1042

1041 1040 1039 1038

1043

1042 1041 1040 1039 1038

1044

1043 1042 1041 1040 1039 1038

1045

1044 1043 1042 1041 1040 1039

1046

1038

1045 1044 1043 1042 1041 1040

1047

1039 1038

1046 1045 1044 1043 1042 1041

1048

1040 1039 1038

1047 1046 1045 1044 1043 1042

1049

1041 1040 1039 1038

1048 1047 1046 1045 1044 1043

1042 1041 1040 1039 1038

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

(Sheet 2 of 9 Sheets)

PART ONE

PLAN DP850381

SUBDIVISION OF LOT 8000 D.P. 842686

FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND

N.S.W. LAND & HOUSING
CORPORATION
1 FITZWILLIAM STREET,
PARRAMATTA N.S.W. 2150

LOTS BURDENED(cont.)

LOTS ROADS BENEFITED

1050

1049 1048 1047 1046 1045 1044

1051

1043 1042 1041 1040 1039 1038

1050 1049 1048 1047 1046 1045

1044 1043 1042 1041 1040 1039

1038

1052

1108 1051 1050 1049 1048 1047

1046 1045 1044 1043 1042 1041

1040 1039 1038

1053

BALARANG STREET

1054

1053 BALARANG STREET

1055

1054 1053 BALARANG STREET

1056

1055 1054 1053

BALARANG STREET

1057

1056 1055 1054 1053

BALARANG STREET

1058

1057 1056 1055 1054 1053

BALARANG STREET

1067

1068

1066

1067 1068

1070

1069

1071

1070 1069

1072

1071 1070 1069

1074

1072 1071 1070 1069 1073

1061

1074 1072 1071 1070 1069 1073

1060

1061 1074 1072 1071 1070 1069

1073

1076

KOOWONG STREET

1075

1076 KOOWONG STREET

1079

1095

1077

1079 1095

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

(Sheet 3 of 9 Sheets)

PART ONE

PLAN DP850381

SUBDIVISION OF LOT 8000 D.P. 842686

**FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND**

**N.S.W. LAND & HOUSING
CORPORATION
1 FITZWILLIAM STREET,
PARRAMATTA N.S.W. 2150**

LOTS BURDENED(cont.)

LOTS ROADS BENEFITED

1088
1087

1089
1088 1089

1091
1092
1093
1094
1080

1090
1091 1090
1092 1091 1090
1093 1092 1091 1090
1094 1093 1092 1091 1090

Name of body or authority empowered to release vary or modify the Easement to Drain Water 2 Wide firstly referred to in the abovementioned plan.

THE COUNCIL OF THE LOCAL GOVERNMENT AREA OF THE CITY OF NEWCASTLE

2. **IDENTITY OF EASEMENT SECONDLY
REFERRED TO IN ABOVEMENTIONED PLAN**

Easement to Drain Water 2 Wide & 6 Wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

LOTS BENEFITED

1059

1058

Name of body or authority empowered to release vary or modify the Easement to Drain Water 2 Wide & 6 Wide secondly referred to in the abovementioned plan.

THE COUNCIL OF THE LOCAL GOVERNMENT AREA OF THE CITY OF NEWCASTLE

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

(Sheet 4 of 9 Sheets)

PART ONE

PLAN DP850381

SUBDIVISION OF LOT 800 D.P. 842686

FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND

N.S.W. LAND & HOUSING
CORPORATION
1 FITZWILLIAM STREET,
PARRAMATTA N.S.W. 2150

3. IDENTITY OF EASEMENT THIRDLY
REFERRED TO IN ABOVEMENTIONED PLAN

Easement for Maintenance
Access 0.9 Wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

1048
1049
1050
1051
1052
1054
1055
1056
1057

1080
1081
1082
1083
1084
1085

LOTS BENEFITED

1047
1048
1049
1050
1051
1055
1056
1057
1058

1081
1082
1083
1084
1085
1086

4. IDENTITY OF EASEMENT FOURTHLY
REFERRED TO IN ABOVEMENTIONED PLAN

Easement for Electricity
Substation 2.75 Wide


SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

1090 and 1091
1015 & 1016 ϕ

AUTHORITY BENEFITED

Shortland Electricity
SHORTLAND ELECTRICITY ϕ

22.5.1998

ADDED IN L.T.O. VIDE REQUEST 3986787

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

(Sheet 5 of 9 Sheets)

PART ONE

PLAN DP850381

SUBDIVISION OF LOT 800 D.P. 842688

**FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND**

**N.S.W. LAND & HOUSING
CORPORATION
1 FITZWILLIAM STREET,
PARRAMATTA N.S.W. 2150**

**5. IDENTITY OF POSITIVE COVENANT FIFTHLY
REFERRED TO IN ABOVEMENTIONED PLAN**

Positive Covenant

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

AUTHORITY BENEFITED

1047 to 1051 inclusive

Newcastle City Council

**6. IDENTITY OF POSITIVE COVENANT SIXTHLY
REFERRED TO IN ABOVEMENTIONED PLAN**

Positive Covenant

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

AUTHORITY BENEFITED

1055 to 1058 inclusive

Newcastle City Council

**7. IDENTITY OF POSITIVE COVENANT SEVENTHLY
REFERRED TO IN ABOVEMENTIONED PLAN**

Positive Covenant

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

AUTHORITY BENEFITED

1081 to 1086 inclusive

Newcastle City Council

**8. IDENTITY OF RESTRICTION EIGHTHLY
REFERRED TO IN ABOVEMENTIONED PLAN**

Restrictions on the use of the land.

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

LOTS BENEFITED

**EVERY LOT EXCEPT LOTS
1108, 1109 AND 1110**

**EVERY OTHER LOT EXCEPT LOTS
1108, 1109 AND 1110**

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

(Sheet 6 of 9 Sheets)

PART TWO

PLAN DP850381

SUBDIVISION OF LOT 800 D.P.842686

**FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND**

**N.S.W. LAND & HOUSING
CORPORATION
1 FITZWILLIAM STREET,
PARRAMATTA N.S.W. 2150**

**3. TERMS OF EASEMENT FOR MAINTENANCE ACCESS 0.9 WIDE THIRDLY REFERRED TO
IN ABOVEMENTIONED PLAN**

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to enter upon the servient tenement and to remain there for any reasonable time with any tools, implements or machinery necessary for the purpose of renewing, replacing, painting, repairing and maintaining the residence adjacent to the easement and to enter upon the servient tenement and to remain there for any reasonable time for the said purpose AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other structure of any kind of description on or over the said easement.

**4. TERMS OF EASEMENT FOR ELECTRICITY SUBSTATION FOURTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

Reserving to and in favour of Shortland Electricity for the purpose of enabling the supply of electricity full right and liberty:-

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

Name of body or authority empowered to release vary of modify the Easement for Electricity Substation fourthly referred to in the abovementioned plan.

SHORTLAND ELECTRICITY

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

(Sheet 7 of 9 Sheets)

PART TWO

PLAN DP850381

SUBDIVISION OF LOT 800 D.P.842686

**FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND**

**N.S.W. LAND & HOUSING
CORPORATION
1 FITZWILLIAM STREET,
PARRAMATTA N.S.W. 2150**

5. TERMS OF POSITIVE COVENANT FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

1. The dwelling shall be constructed on or within 150mm of the boundary demarcated A-B. The maximum continuous length of external wall for the dwelling on the boundary shall not exceed 9m without a step. Any window constructed in a wall parallel to the boundary demarcated A-B shall be set back at least 900mm from that boundary.
2. The dwelling shall be set back a minimum of 5.5m from the boundary demarcated B-C. Any verandah or porch shall be set back a minimum of 3.5m from the boundary demarcated B-C.
3. The garage or carport shall be set back a minimum of 5.5m from the boundary demarcated B-C.
4. The dwelling shall be set back a minimum of 1m from the boundary demarcated C-D.
5. The dwelling shall be set back a minimum of 3.5m from the boundary demarcated A-D.
6. A courtyard having a minimum area of 30m² and a minimum dimension of 4m in any direction shall be provided. This courtyard shall be located adjacent to the boundary demarcated C-D. Living areas within the dwelling shall have a direct orientation to and be adjacent to this courtyard.
7. A fence having a minimum height of 1.8m shall be provided on all side and rear boundaries behind the front building alignment and where the external wall of the dwelling does not coincide with the allotment boundary.

Name of authority empowered to release vary or modify the terms of the positive covenant fifthly referred to in abovementioned plan.

THE COUNCIL OF THE CITY OF NEWCASTLE

6. TERMS OF POSITIVE COVENANT SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

1. The dwelling shall be constructed on or within 150mm of the boundary demarcated C-D. The maximum continuous length of external wall for the dwelling on the boundary shall not exceed 9m without a step. Any window constructed in a wall parallel to the boundary demarcated C-D shall be set back at least 900mm from that boundary.
2. The dwelling shall be set back a minimum of 1m from the boundary demarcated A-B.
3. The garage or carport shall be set back a minimum of 5.5m from the boundary demarcated B-C.

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

(Sheet 8 of 9 Sheets)

PART TWO

PLAN DP850381

SUBDIVISION OF LOT 800 D.P.842686

**FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND**

**N.S.W. LAND & HOUSING
CORPORATION
1 FITZWILLIAM STREET,
PARRAMATTA N.S.W. 2150**

4. The dwelling shall be set back a minimum of 5.5m from the boundary demarcated B-C. Any verandah or porch shall be set back a minimum of 3.5m from the boundary demarcated B-C.
5. The dwelling shall be set back a minimum of 3.5m from the boundary demarcated A-D.
6. A courtyard having a minimum area of 30m² and a minimum dimension of 4m in any direction shall be provided. This courtyard shall be located adjacent to the boundary demarcated A-B. Living areas within the dwelling shall have a direct orientation and be adjacent to the courtyard.
7. A fence having a minimum height of 1.8m shall be provided on all side and rear boundaries behind the front building alignment and where the external wall of the dwelling does not coincide with the allotment boundary.

Name of the authority empowered to release vary or modify the terms of the positive covenant sixthly referred to in the abovementioned plan.

THE COUNCIL OF THE CITY OF NEWCASTLE

7. TERMS OF POSITIVE COVENANT SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

1. The dwelling shall be constructed on or within 150mm of the boundary demarcated C-D. The maximum continuous length of external wall for the dwelling on the boundary shall not exceed 9m without a step. Any window constructed in a wall parallel to the boundary demarcated C-D shall be set back at least 900mm from that boundary.
2. The dwelling shall be set back a minimum of 1m from the boundary demarcated A-B.
3. The garage or carport shall be set back a minimum of 5.5m from the boundary demarcated B-C.
4. The dwelling shall be set back a minimum of 5.5m from the boundary demarcated B-C. Any verandah or porch shall be set back a minimum of 3.5m from the boundary demarcated B-C.
5. The dwelling shall be set back a minimum of 3.5m from the boundary demarcated A-D.
6. A courtyard having a minimum area of 30m² and a minimum dimension of 4m in any direction shall be provided. This courtyard shall be located adjacent to the boundary demarcated A-B. Living area within the dwelling shall have a direct orientation to and be adjacent to this courtyard.

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

(Sheet 9 of 9 Sheets)

PART TWO

PLAN DP850381

SUBDIVISION OF LOT 800 D.P.842686

FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND

N.S.W. LAND & HOUSING
CORPORATION
1 FITZWILLIAM STREET,
PARRAMATTA N.S.W. 2150

7. A fence having a minimum height of 1.8m shall be provided on all side and rear boundaries behind the front building alignment and where the external wall of the dwelling does not coincide with the allotment boundary.

Name of authority empowered to release vary or modify the terms of the positive covenant seventhly referred to in abovementioned plan.

THE COUNCIL OF THE CITY OF NEWCASTLE

8. TERMS OF RESTRICTIONS ON THE USE OF THE LAND EIGHTHLY REFERRED TO IN
ABOVEMENTIONED PLAN.

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successor other than purchases on sale but consent shall not be withheld if such fencing is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- (b) No advertisement boarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

Name of body or authority empowered to release vary or modify the restrictions on use eighthly referred to in the abovementioned plan.

THE NEW SOUTH WALES LAND & HOUSING CORPORATION

SIGNED by me RAYMOND LESLIE CHALMERS)
as DELEGATE of the N.S.W. LAND &)
HOUSING CORPORATION & I hereby)
declare that I have no notice of such revocation)
of such notice, in the presence of:-

N.S.W. LAND & HOUSING CORPORATION
by its delegate:- *R. L. Chalmers*

TRINICK

REGISTERED  11.7.1995

PLAN FORM 2

SIGNATURES SEALS AND STATEMENTS of intention to dedicate easements and/or to create public reserves, drainage reserves, easements, covenants, or other interests in land, shall be signed by ME, RYMOND LESLIE CHAMBERS AS DELEGATEE OF THE CORPORATION OF LAND AND HOUSING CORPORATION AND HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION.

R. L. Chambers

MARK	EASTING	NORTHING	ZONE	ACC.
57M 66217	361507.577	136170.159	561	2
PM 71070	360246.873	136186.709	561	2
TS 1005B	350250.610	1359156.490	561	2

COMBINED SEA LEVEL AND SCALE FACTOR 0.999999
 SOURCE 15G COORDINATES ADOPTED FROM SURVEY CONTROL BRANCH, NEWCASTLE AT 2:3-1994

Plan Drawing only to appear in this space

Crown Lands Office Approval

Authorisation Officer: _____
 Date: _____

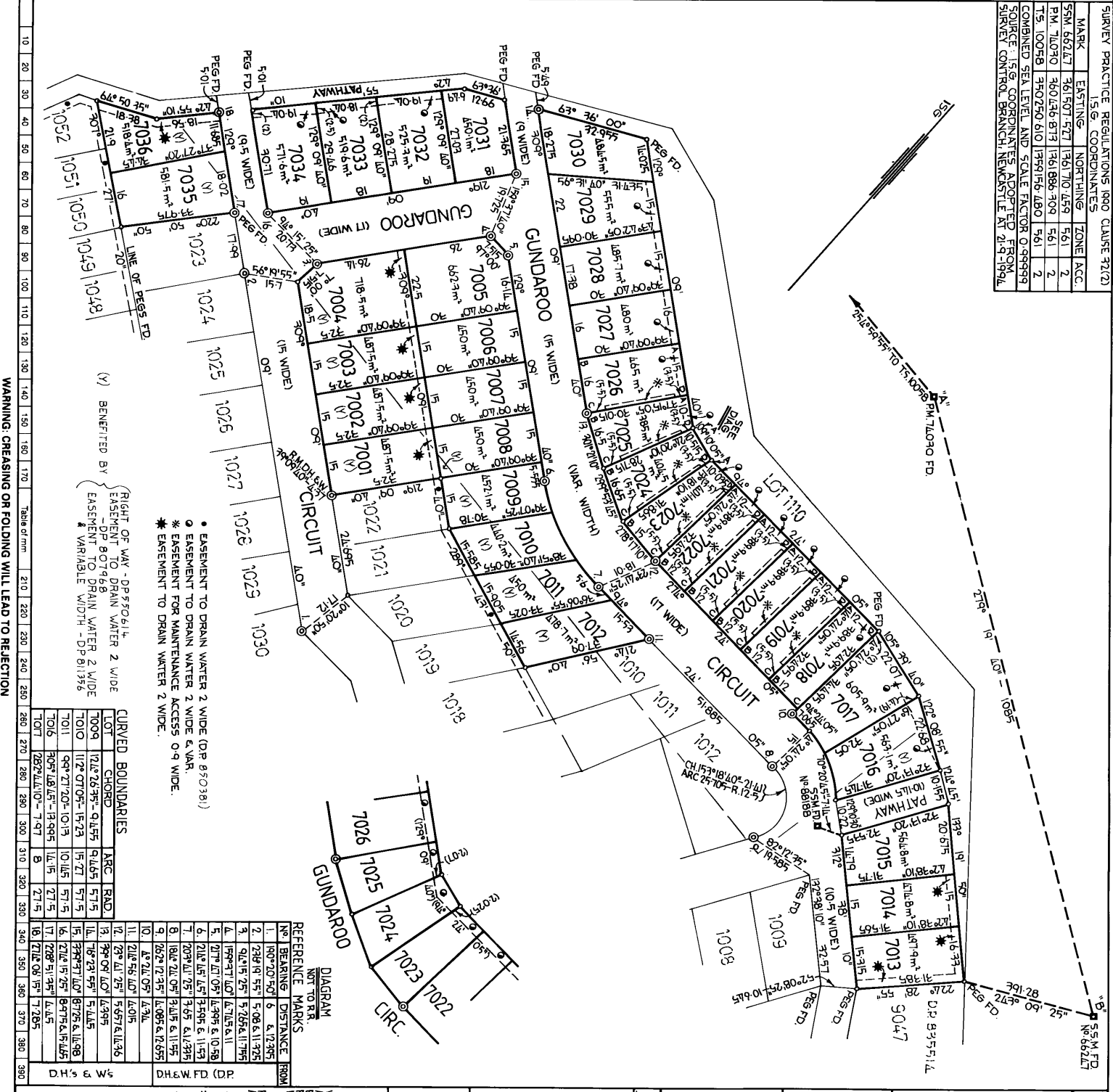
Council's Certificate

I hereby certify that:
 (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans); and
 (b) the requirements of Part 3 Division 2 of the Water Board Act (Consolidation) Act 1991 have been complied with by the applicant in relation to the proposed easement.
 I hereby certify that the proposed easement is a public easement.
 Date: _____

Council File No: _____
 General Manager/Authorised Person: _____

Surveyors Reference T17B/X

Warning: Creasing or folding will lead to reflection



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY

DP 850382

Registered: 12.7.1995

CA: TORRENS

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U5457-6

Last Plan: DP 850381

PLAN OF SUBDIVISION
 OF LOT 1108 DP 850381

Lengths are in metres. Reduction Ratio 1:800

Loc: NEWCASTLE CITY

Locality: MARYLAND

Parish: HEXHAM

County: NORTHUMBERLAND

This is sheet 1 of my plan. (delete if inapplicable) sheets

ALLAN WILLIAM CANAGASH
 CASHMERE, MARLER & CANAGASH P/L
 of 116 DARBY ST, NEWCASTLE.

a surveyor registered under the Surveyors Act 1932, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 17TH FEB. 1995.

A. Canagash
 Surveyor registered under the Surveyors Act 1932

DIAGRAM
 NOT TO SCALE.
 REFERENCE MARKS FROM

NO	BEARING	DISTANCE	FROM
1.	180°20'50"E	6 & 12.985	
2.	238°19'55"E	5.006 & 11.975	
3.	341°15'25"E	5.285 & 11.775	
4.	199°47'10"E	12.715 & 11	
5.	277°17'05"E	12.995 & 10.528	
6.	212°14'57"E	13.595 & 11.571	
7.	120°14'25"E	3.45 & 11.995	
8.	186°21'05"E	3.115 & 11.995	
9.	262°12'35"E	12.095 & 12.695	
10.	22°21'05"E	12.715	
11.	212°14'57"E	14.015	
12.	228°17'25"E	5.657 & 11.436	
13.	39°04'10"E	12.995	
14.	16°24'55"E	5.115	
15.	339°37'10"E	8.275 & 11.98	
16.	271°15'25"E	8.975 & 15.165	
17.	270°51'35"E	14.5	
18.	282°24'10"E	7.97	B
19.	271°14'05"E	7.255	B

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create easements, covenants, or other interests in land, shall be signed by ME, RYMOND LESLIE CHAMBERS AS DELEGATEE OF THE CORPORATION OF LAND AND HOUSING CORPORATION AND HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION.

PURSUANT TO SEC. 98B CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:
 1) EASEMENT TO DRAIN WATER 2 WIDE
 2) EASEMENT TO DRAIN WATER 2 WIDE AND VARIABLE.
 3) EASEMENT FOR MAINTENANCE ACCESS 0.9 WIDE.
 4) POSITIVE COVENANT
 5) RESTRICTIONS ON THE USE OF THE LAND

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

(Sheet 1 of 5 Sheets)

PART ONE

PLAN DP 850382

SUBDIVISION OF LOT 1108

FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND

N.S.W. LAND & HOUSING
CORPORATION
1 FITZWILLIAM STREET
PARRAMATTA N.S.W. 2150

1. IDENTITY OF EASEMENT FIRSTLY
REFERRED TO IN ABOVEMENTIONED PLAN

Easement to Drain Water 2 Wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

7001
7002
7003
7004

7013
7014

7036

LOTS ROADS BENEFITED

1022 D.P.850381
7001 1022 D.P.850381
7002 7001 1022 D.P.850381
7003 7002 7001 1022 D.P.850381

GUNDADROO CIRCUIT
7013 GUNDAROO CIRCUIT

GUNDAROO CIRCUIT

Name of authority empowered to release vary or modify the Easement to Drain Water 2 Wide firstly referred to
in the abovementioned plan

THE COUNCIL OF THE CITY OF NEWCASTLE

2. IDENTITY OF EASEMENT SECONDLY
REFERRED TO IN ABOVEMENTIONED PLAN

Easement to Drain Water 2 Wide
and Variable

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

7029
7028
7027
7026
7025
7024
7023

7022

LOTS BENEFITED

7030
7029 7030
7028 7029 7030
7027 7028 7029 7030
7026 7027 7028 7029 7030
7025 7026 7027 7028 7029 7030
7024 7025 7026 7027 7028 7029
7030
7023 7024 7025 7026 7027 7028
7029 7030

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

(Sheet 2 of 5 Sheets)

PART ONE

PLAN DP 850382

SUBDIVISION OF LOT 1108

FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND

N.S.W. LAND & HOUSING
CORPORATION
1 FITZWILLIAM STREET
PARRAMATTA N.S.W. 2150

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

LOTS ROADS BENEFITED

7021

7022 7023 7024 7025 7026 7027
7028 7029 7030

7020

7021 7022 7023 7024 7025 7026
7027 7028 7029 7030

7019

7020 7021 7022 7023 7024 7025
7026 7027 7028 7029 7030

7018

7019 7020 7021 7022 7023 7024
7025 7026 7027 7028 7029 7030

7017

7018 7019 7020 7021 7022 7023
7024 7025 7026 7027 7028 7029
7030

7016

7017 7018 7019 7020 7021 7022
7023 7024 7025 7026 7027 7028
7029 7030

7032

7031

7033

7032 7031

7034

7033 7032 7031

Name of authority empowered to release vary or modify the Easement to Drain Water 2 Wide and Variable secondly referred to in abovementioned plan.

THE COUNCIL OF THE CITY OF NEWCASTLE

3. IDENTITY OF EASEMENT THIRDLY
REFERRED TO IN ABOVEMENTIONED PLAN

Easement for Maintenance Access 0.9 Wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

LOTS BENEFITED

7019

7018

7020

7019

7021

7020

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

(Sheet 3 of 5 Sheets)

PART ONE

PLAN DP 850382

SUBDIVISION OF LOT 1108

**FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND**

**N.S.W. LAND & HOUSING
CORPORATION
1 FITZWILLIAM STREET
PARRAMATTA N.S.W. 2150**

7022
7023
7024
7025
7026

7021
7022
7023
7024
7025

4. **IDENTITY OF POSITIVE COVENANT FOURTHLY
REFERRED TO IN ABOVEMENTIONED PLAN** Positive Covenant

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

NAME OF AUTHORITY BENEFITED

7018 to 7025 inclusive

Newcastle City Council

5. **IDENTITY OF RESTRICTIONS FIFTHLY
REFERRED TO IN ABOVEMENTIONED PLAN** Restrictions on the Use of the Land

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

LOTS BENEFITED

7001 to 7036 inclusive

7001 to 7036 inclusive

PART TWO

3. **TERMS OF EASEMENT FOR MAINTENANCE ACCESS 0.9 WIDE THIRDLY REFERRED TO
IN ABOVEMENTIONED PLAN**

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to enter upon the servient tenement and to remain there for any reasonable time with any tools, implements or machinery necessary for the purpose of renewing, replacing, painting, repairing and maintaining the residence adjacent to the easement and to enter upon the servient tenement and to remain there for any reasonable time for the said purpose AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other structure of any kind of description on or over the said easement.

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

(Sheet 4 of 5 Sheets)

PART TWO

PLAN DP 850382

SUBDIVISION OF LOT 1108

**FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND**

**N.S.W. LAND & HOUSING
CORPORATION
1 FITZWILLIAM STREET
PARRAMATTA N.S.W. 2150**

4. TERMS OF POSITIVE COVENANT FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

1. The dwelling shall be constructed on or within 150mm of the boundary demarcated A-B. The maximum continuous length of external wall for the dwelling on the boundary shall not exceed 9m without a step. Any window constructed in a wall parallel to the boundary demarcated A-B shall be set back at least 900mm from that boundary.
2. The dwelling shall be set back a minimum of 5.5m from the boundary demarcated B-C. Any verandah or porch shall be set back a minimum of 3.5m from the boundary demarcated B-C.
3. The garage or carport shall be set back a minimum of 5.5m from the boundary demarcated B-C.
4. The dwelling shall be set back a minimum of 1m from the boundary demarcated C-D.
5. The dwelling shall be set back a minimum of 3.5m from the boundary demarcated A-D.
6. A courtyard having a minimum area of 30m² and a minimum dimension of 4m in any direction shall be provided. This courtyard shall be located adjacent to the boundary demarcated C-D. Living areas within the dwelling shall have a direct orientation to and be adjacent to this courtyard.
7. A fence having a minimum height of 1.8m shall be provided and all side and rear boundaries behind the front building alignment and where the external wall of the dwelling does not coincide with the allotment boundary.

Name of authority empowered to release vary or modify the terms of the positive covenant fourthly referred to in abovementioned plan.

THE COUNCIL OF THE CITY OF NEWCASTLE

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

(Sheet 5 of 5 Sheets)

PART TWO

PLAN DP 850382

SUBDIVISION OF LOT 1108

FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND

N.S.W. LAND & HOUSING
CORPORATION
1 FITZWILLIAM STREET
PARRAMATTA N.S.W. 2150

5. TERMS OF RESTRICTIONS ON THE USE OF THE LAND FIFTHLY REFERRED TO IN
ABOVEMENTIONED PLAN.

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successor other than purchases on sale but consent shall not be withheld if such fencing is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- (b) No advertisement boarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

Name of body or authority empowered to release vary or modify the restrictions on use fifthly referred to in the abovementioned plan.

THE NEW SOUTH WALES LAND & HOUSING CORPORATION

SIGNED by me RAYMOND LESLIE CHALMERS)
as DELEGATE of the N.S.W. LAND &)
HOUSING CORPORATION & I hereby)
declare that I have no notice, of such)
revocation of such notice, in the presence of:-

N.S.W. LAND & HOUSING CORPORATION
by its delegate:- *R. Leslie Chalmers*



Form: 15CH
Release: 2.3

**CONSOLIDATED
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management
Real Property Act 1999



AR107631Q

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/SP63093

(B) **LODGED BY**

Document Collection Box 1W	Name		CODE CH
	Company	Bylaws Assist	
	Address	PO Box: 8274, Baulkham Hills, NSW, 2153	
	E-mail	services@bylawsassist.com.au	Contact Number +61 411 777 557
	Customer Account Number	135632E	Reference BLA/3814

- (C) The Owner-Strata Plan No. 63093 certify that a special resolution was passed on 2/12/2020
- (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. _____
 Added by-law No. Special By-law No.1 & 2
 Amended by-law No. _____
 as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 63093 which includes new Added Special By-law No.1 & 2 starting from Page 6 of 16 respectively.

- (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 1.
- (G) The seal of The Owners-Strata Plan No. 63093 was affixed on 31/05/2021 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 : *R*
 Name : RACHAEL MCLACHLAN
 Authority : STRATA MANAGER
 Signature : _____
 Name : _____
 Authority : _____



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 63093

Schedule 1 – Model By-laws for Residential Schemes

Strata Schemes Management Regulation 1997

1 Noise

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.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3 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.

4 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.

5 Damage to common property

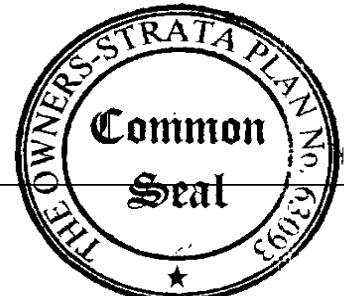
- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (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 OR the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) 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.

The seal of The Owners-Strata Plan No 63093 was affixed on 31/05/2021 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(s): R

Name(s) [use block letters]: RACHMEL MURACILIAN

Authority: STRATA MANAGER



(5) Despite section 62, 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 subclause (3) 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 subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier 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.

9 Depositing rubbish and other material on common property

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.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 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.

13 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

AM

16 Keeping of animals

Option A

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17 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 washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

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

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

By-Law No.20

The owners by Special Resolution create a By-Law allowing the owner of a Lot to have permission to interfere with the common property for the purpose of installing an air-conditioning unit, split system air-conditioning unit or ducted air-conditioning system subject to the following conditions:-

1. That the written authority of the Owners' Corporation be obtained prior to installation.
2. That all necessary authorities are obtained from concerned statutory authorities by the respective owner prior to installation.
3. That the installation be at the cost of the respective owner and that future maintenance and any damage caused by the unit's installation be without contribution from the Owners' Corporation.
4. That the installation be installed by a licensed workman in a workmanlike manner.
5. That the installation be in keeping with the rest of the building pursuant to By-Law 17.
6. That the owner, from time to time of the Lot, shall maintain the installation in a state of good repair pursuant to By-Law 5.

7. That with any split system air-conditioning unit installation, that the condenser unit be located in the courtyard of the respective Lot and not on the common property.
8. That the owner, from time to time of the Lot, shall comply with the EPA and local government laws in relation to noise abatement regulations.
9. That with any room air-conditioners these be installed in the windows or walls other than the front entry areas of Lots.

By-Law No.21

That owners by Special Resolution create a By-Law allowing the owner of a Lot permission to interfere with the common property for the purpose of erecting a pergola/covered awning or screen patio enclosure in the courtyard to the Lot subject to the following conditions: -

1. That the written authority of the Owners' Corporation be obtained prior to installation.
2. That all necessary authorities are obtained from concerned statutory authorities by the respective owner prior to the installation.
3. That the installation be at the cost of the respective owner and that future maintenance of the installation be without contribution from the Owners' Corporation.
4. That the installation is installed in a workmanlike manner.
5. That the installation is in keeping with the rest of the building pursuant to By-Law 17.
6. That the owner, from time to time, of the Lot shall maintain the installation in a state of good repair pursuant to By-Law 5.

Special By-law No.1 – Minor Renovations

Purpose of By-law

- (1) This by-law is made for purposes of managing, regulating and controlling the carrying out of Minor Renovations within an Owner's lot which affects, impacts, enhances, improves and / or adds value to the Owner's lot and/or the common property, and affects the common property and/or impacts on an Owner or occupier of a lot.

Request made to carry out Minor Renovations constitutes consent to conditions of by-law

- (2) The Owner upon making a request to carry out Minor Renovations on and in their lot, and on so much of the common property as is necessary, consents to terms and conditions imposed under this by-law.

Retrospective application for unauthorised Minor Renovations

- (3) Where any Minor Renovations covered under **clause (28)** of this by-law were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Minor Renovations undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Minor Renovations.

Minor Renovations authorised under this by-law do not confer special privileges or rights to common property

- (4) The Minor Renovations covered under **clause (28)** of this by-law require the written consent of the Owners Corporation as specified under this by-law, and does not confer special privileges to keep the Minor Renovations on the common property, nor does it confer any rights to exclusive use of the common property.
- (5) The Owners Corporation may at any time request the removal of the items covered in **clause (28)** (at the Owner's expense) should the Owner not meet the conditions of this by-law, or should the Owners Corporation require use or access to the common property affected by the items specified in **clause (28)** of this by-law.

Minor Renovations that require any local or statutory authority consent shall require a common property rights by-law

- (6) Where any Minor Renovations covered under **clause (28)** of this by-law require the written approval from a relevant consent authority under the *Environmental Planning and Assessment Act 1979* and / or any other relevant statutory authority whose requirements apply to performance of the Minor Renovations, the applicant must submit the relevant documentation to the Strata Committee for approval with the application.

Cosmetic Works do not require consent

- (7) The Owner may undertake Cosmetic Works without notification and approval of the Owners Corporation.

CONDITIONS

Before undertaking Minor Renovations

Approval of the Owners Corporation

- (8) The Owners Corporation under this by-law delegates its function to approve Minor Renovations to the strata committee pursuant to section **110 (6) (b)** of the *Strata Schemes Management Act 2015*.
- (9) The Owner must obtain the prior written approval for the Minor Renovations from the strata committee of the Owners Corporation pursuant to this by-law.

Application to undertake Minor Renovations to be submitted

- (10) An Application must be submitted by the Owner in accordance with "**Annexure A**" to this by-law, or any other application form deemed appropriate by the Strata Committee, relating to any Minor Renovations undertaken, to the strata committee of the Owners Corporation, prior to obtaining written approval. The Application should include the following details:
- (a) further specifications of the Minor Renovations;
 - (b) plans and drawings (if relevant);
 - (c) details of the contractor performing the Minor Renovations;
 - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Minor Renovations which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim; and
 - (e) Copy of Home Owners Warranty Insurance for the works (if applicable)
 - (f) any other documents reasonably required by the Owners Corporation.
- (11) The Owners Corporation via the strata committee must within 21 days from receipt of the Application, with information provided as required in **clause (10)** above, approve or reject the application of the Owner and may include any additional terms and conditions in respect of the Minor Renovation.
- (12) Where the Owners Corporation rejects the Application, it must provide reasons to the Owner in writing.

Carrying out the Minor Renovations

Hours of Works

- (13) The Owner must perform the Minor Renovations as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (14) The Owner performing the Minor Renovations must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

- (15) The Owner performing the Minor Renovations must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Minor Renovations are undertaken.

General Conditions

- (16) When performing the Minor Renovations, the Owner must:

- (a) ensure that the Minor Renovations are performed in accordance with the drawings and specifications approved by the Owners Corporation (if relevant).
- (b) ensure that duly licensed and insured contractors complete the Minor Renovations in a proper and workmanlike manner.
- (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (d) ensure the Minor Renovations be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Minor Renovations.
- (f) must only perform the Minor Renovations when the door between the Lot and the common property is completely closed.
- (g) ensure that the corridor serving the Lot is protected from damage for the duration of the Minor Renovations.
- (h) ensure that any carpeted area is protected by the use of floor protection and kept clean during any Minor Renovations.
- (i) repair promptly any damage caused or contributed to by Minor Renovations, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Minor Renovations

- (17) Immediately upon completion of the Minor Renovations, the Owner must restore all other parts of the common property affected by the Minor Renovations as nearly as possible to the state they were in immediately before the Minor Renovations.
- (18) The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the Minor Renovations.
- (19) The strata committee may inspect the property at any stage during, and upon completion of the Works.

Owner's Enduring Obligations

Maintenance and Repair

- (20) The Owner must, at the Owner's expense properly maintain the Minor Renovations and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Minor Renovations.
- (21) If the Owner removes the Minor Renovations or any part of the Minor Renovations made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

- (22) The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Minor Renovations;

- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Minor Renovations;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Minor Renovations; and
 - (d) liability under **section 122 (6)** of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Minor Renovations.
- (23) To the extent that **section 106 (3)** of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Minor Renovations performed under this by-law.

Repair of Damage

- (24) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Minor Renovations no matter when such damage may become evident.
- (25) Any loss and damage suffered by the Owners Corporation as a result of making and using the Minor Renovations, including failure to maintain, renew, replace or repair the Minor Renovations as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

- (26) The Owners Corporation reserves the right to replace or rectify the Minor Renovations or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, to the satisfaction of the Owners Corporation.

Defined Terms and Interpretation

- (27) "**Cosmetic Works**" means aesthetic works as defined in **section 109** of the *Strata Schemes Management Act 2015* and under any relevant by-law applicable to the scheme, which do not affect common property and do not require the consent of the Owners Corporation.
- (28) "**Minor Renovations**" means work items as defined in **section 110** of the *Strata Schemes Management Act 2015*, under **Regulation 28** of the *Strata Schemes Management Regulations 2016* and as specified below, performed by the Owner, at the Owner's expense and to remain the Owner's fixture:
- (i) Work for the following purposes is prescribed as minor renovations pursuant to **s110 (3)** of *Strata Schemes Management Act 2015*:
 - (a) renovating a kitchen,
 - (b) changing recessed light fittings,
 - (c) installing or replacing wood or other hard floors,
 - (d) installing or replacing wiring or cabling or power or access points,
 - (e) work involving reconfiguring walls (excluding structural or load bearing walls),
 - (ii) Work for the following purposes is prescribed as minor renovations pursuant to **Regulation 28** of the *Strata Schemes Management Regulations 2016*:
 - (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (b) installing a rainwater tank,
 - (c) installing a clothesline,
 - (d) installing a reverse cycle split system air conditioner,

- (e) installing double or triple glazed windows,
 - (f) installing a heat pump,
 - (g) installing ceiling insulation
- (iii) Additional Work for the following purposes is prescribed as minor renovations under this by-law and pursuant to section 110 (6) (a) of the *Strata Schemes Management Act 2015*:
- (a) Installing any other type of air-conditioner/system within the lot
 - (b) Installing false ceilings in the lot
 - (c) Installing security systems / alarms within the lot
 - (d) Installing fixtures to internal surfaces of common property walls
 - (e) Installing or replacing to double glazed windows on the lot
 - (f) Installing Foxtel or PayTV connection on the lot
 - (g) Installing new plumbing, gas and electrical equipment and services (without undertaken structural changes, including penetrating into the slab and/or installing pipework outside of the lot)

(29) "Owner" means any owner or owners of a lot from time to time on the strata plan.

(30) In this by-law, unless the context otherwise requires:

- (a) headings do not affect the interpretation of this by-law;
- (b) words importing the singular include the plural and visa versa;
- (c) words importing a gender include any gender;
- (d) words defined in the Act have the meaning given to them in the Act; and
- (e) references to legislation includes references to amending and replacing legislation.

(31) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

Annexure A

APPLICATION FOR OWNER'S MINOR RENOVATIONS

To the Secretary & Strata Managing Agent

I/We _____ the Owner(s) of Lot _____ hereby give notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake Owners Minor Renovations on my/our lot.

1. Detail of Minor Renovations to be undertaken, including type of work, materials to be used, method of installation, and proposed location:

.....
.....
.....

2. Name of Contractor Installing:

3. Contractor's Licence No.....

4. Details of Contractors All Risks Insurance (Please include copies)
.....

5. Is Council approval required: Yes/No

6. If Yes, has application been made for Development Approval.....

7. Date installation intends to start.....

8. Duration of installation.....

9. **I have read Special By-Law 'Minor Renovations' and acknowledge that no work may commence unless approved in writing by the Owners Corporation.**

11. **I acknowledge that any Minor Renovations undertaken may be subject to special conditions as required by the Owners Corporation and I shall abide by these special conditions.**

Signature of Owner.....

Date.....

Received by Owners Corporation.....

Name & Date.....



Special By-law No.2 – Common Property Memorandum

1. For the purposes of specifying whether an owner of a lot or the owners corporation is responsible for the maintenance, repair or replacement of any part of the common property, the owners corporation adopts the common property memorandum as set out in Annexure A of this by-law.
2. Any existing by-law or statement on the registered strata plan that requires a lot owner or the owners corporation to repair, replace or maintain an item or area overrides the owner or the owners corporation responsibility contained within this by-law.

Common property memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer


	(c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	<ul style="list-style-type: none"> (a) original floorboards or parquetry flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking / Garage	<ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	<ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
9. Windows	<ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

<p>1. Balcony and courtyards</p>	<p>(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot</p>
<p>2. Ceiling/Roof</p>	<p>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</p>
<p>3. Electrical</p>	<p>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non- common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls</p>
<p>4. Entrance door</p>	<p>(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes</p>
<p>5. Floor</p>	<p>(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</p>
<p>6. General</p>	<p>(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot</p>
<p>7. Parking / Garage</p>	<p>(a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot</p>

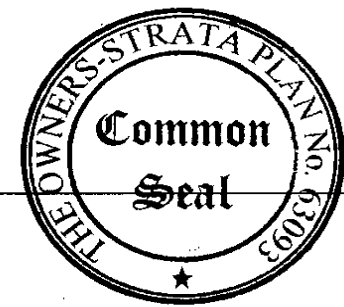
	(d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

The seal of The Owners-Strata Plan No 63093 was affixed on 31/05/2021 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(s): 

Name(s) [use block letters]: RACHAEL MULLACHILAN

Authority: STRATA MANAGER



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 63093..... was affixed on ^ 31/05/2021.....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: .....Name: RACHAEL MULLACHMAN.....Authority: STRATA MANAGER

Signature:Name:Authority:

^ Insert appropriate date
* Strike through if inapplicable.





**LAND
REGISTRY
SERVICES**

NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E ConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

CONVEYANCING RULES Exemptions Form

Please accept this paper lodgment as it is an exemption to the electronic lodgment requirements. The reason has been indicated below.

This form must be lodged with every paper Required Dealing (as defined in the Conveyancing Rules Version 5)

Exclusions

- Folio of the Register is not Electronically Tradeable
- If an ELN is not available and has not been available for one clear Business Day.

Waivers

- CR 1/2018 – Non ELN-Enabled Jurisdictions. (For Mortgage transactions)

Non ELN-enabled Jurisdictions are currently Northern Territory, Tasmania and the Australian Capital Territory.

- CR 2/2018 – Non-Land Securities.

Refinance transactions involving non-land securities which cannot be lodged through an ELN may be lodged manually.

- CR 1/2020 – Certifications

This waiver applies to any National Mortgage Form lodged in paper signed on or before 30 June 2021.

- CR 1/2021 – Required dealing exceptions.

Waiver exception number: 23.1 (*Insert the number which corresponds to exception relied on*).

For a list of exceptions to the mandated dealings see:

https://www.registrargeneral.nsw.gov.au/data/assets/pdf_file/0006/967200/Conveyancing-Rules-Waiver-CR1-2021.pdf



City of
Newcastle

Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

To: Ezystep Conveyancing
470 Pacific Highway
Belmont NSW 2280

Certificate No: PL2024/01947
Fees: \$67.00
Receipt No(s): D002988287

Your Reference: BSB240354

Date of Issue: 16/04/2024

The Land: Lot 4 SP 63093 4/38 Gundaroo Circuit Maryland NSW 2287
--

Advice provided on this Certificate:

Advice under section 10.7(2): see items 1 – 23

IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

Please check for any item which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, phone our **Customer Contact Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the City of Newcastle (CN) development policies for the general area, contact our **Customer Contact Centre**.

All information provided is correct as at 16/04/2024. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

City of Newcastle

PO Box 489
NEWCASTLE NSW 2300

Phone: (02) 4974 2000
Facsimile: (02) 4974 2222

Customer Contact Centre

Ground floor,
12 Stewart Avenue
Newcastle West NSW 2302

Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

Part 1:

Advice provided under section 10.7(2)

ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).

1. Names of relevant planning instruments and development control plans

- A. The following environmental planning instruments and development control plans apply to the land, either in full or in part.

State Environmental Planning Policies

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

- B. 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.

Proposed State Environmental Planning Policies

There are currently no draft State Environmental Planning Policies that apply to this land.

Detailed information of any draft State Environmental Planning Policies is available at the NSW Department of Planning and Environment website.

Planning Proposals for Local Environmental Plans and Draft Development Control Plans

There are currently no draft DCPs that apply to this land.

Detailed information of any draft environmental planning instruments is available at the NSW Department of Planning and Environment website and on City of Newcastle's website.

2. Zoning and land use under relevant planning instruments

Newcastle Local Environmental Plan 2012

Zoning: The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

Zone R2 Low Density Residential

Note: Refer to www.newcastle.nsw.gov.au or www.legislation.nsw.gov.au website for LEP instrument and zoning maps.

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

Zone R2 Low Density Residential

- **Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To accommodate a diversity of housing forms that respects the amenity, heritage and character of surrounding development and the quality of the environment.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Hospitals; Neighbourhood shops; Oyster aquaculture; Pond based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation

- **Prohibited**

Backpackers' accommodation; Hostels; Rural workers' dwellings; Serviced apartments; Any other development not specified in, permitted without consent or permitted with consent

- **Additional permitted uses**

The land does not have additional permitted uses.

- **Minimum land dimensions for erection of a dwelling-house**

The Newcastle Local Environmental Plan 2012 contains development standards relating to minimum land dimensions for the erection of a dwelling house. Refer to clause 4.1 Minimum subdivision lot size and Part 4 Principle development standards of the Newcastle LEP 2012 for provisions relating to minimum lot sizes for residential development.

- **Critical habitat:** The Newcastle Local Environmental Plan 2012 does not identify the land as including or comprising critical habitat.

- **Area of Outstanding Biodiversity Value**

The land is not within a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

- **Heritage conservation area**

The land is not within a heritage conservation area under an environmental planning instrument.

- **Heritage items**

There are no heritage items listed under an environmental planning instrument.

3. Contributions plans

The following contribution plan/s apply to the land.

Section 7.11 Western Corridor Local Infrastructure Contributions Plan 2013 (Updated February 2020):

The Plan specifies section 7.11 contributions that may be imposed as a condition of development consent.

Section 7.12 Development Contributions Plan: Effective 1 January 2022.

The Plan specifies section 7.12 contributions that may be imposed as a condition of development consent.

NOTE: Contributions plans are available on our website or may be viewed at our Customer Contact Centre.

Housing and Productivity Contribution: Effective 1 October 2023.

The Lower Hunter region is subject to Division 7.1 of the Environmental Planning and Assessment Act 1979 and is affected by the Housing and Productivity Contribution.

The Housing and Productivity Contribution may be imposed as a condition of development consent.

NOTE: For further information visit the Department of Planning website.

4. Complying development

The following information details whether the land is land on which there is a restriction to the effect that complying development may, or may not, be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that policy:

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

State Heritage Register

The land is NOT land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

Other Heritage Item

The land is NOT identified as an item of environmental heritage, or a heritage item, by an environmental planning instrument, or on which is located an item that is so identified.

Environmentally Sensitive Area or Environmentally Sensitive Land

Except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the land IS within an environmentally sensitive area.

State Heritage Exemption

Council does NOT have information about any exemption, granted by the Minister under Section 57(2) of the *Heritage Act 1977*, that may apply to the land.

There is NOT an interim heritage order or exemption thereto, made by Council under Section 57(1A) or (3) of the *Heritage Act 1977*, that applies to the land.

Draft Heritage Item

The land is NOT land that comprises, or on which there is, a draft heritage item in a local environmental plan.

Heritage Conservation Area

The land is NOT within a heritage conservation area in an environmental planning instrument or a draft heritage conservation area in a local environmental plan.

Reserved for a Public Purpose

The land is NOT reserved for a public purpose by an environmental planning instrument.

Acid Sulfate Soil

The land is NOT identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Significantly contaminated land

The land is NOT significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997*.

Biobanking agreement or property vegetation plan

The land is NOT subject to a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a property vegetation plan approved under the *Native Vegetation Act 2003*.

Private land conservation agreement or set aside area

The land is NOT subject to a private land conservation agreement under the *Biodiversity Conservation Act 2016*. Council does not have information to identify whether the land is a set aside area under section 60ZC of the *Local Land Services Act 2013*.

Buffer area, river front area, ecologically sensitive area or protected area

The land is NOT identified by an environmental planning instrument as being within a buffer area, within a river front area, within an ecologically sensitive area or within a protected area.

Coastline hazard, coastal hazard or coastal erosion hazard

The land is NOT identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

Foreshore area

The land is NOT in a foreshore area.

25 ANEF contour or higher ANEF contour

The land is NOT in the 25 ANEF contour or higher ANEF contour.

Special area

The land is NOT declared to be a special area under the *Water NSW Act 2014*.

Unsewered land

The land is NOT unsewered land to which Chapter 8 of *State Environmental Planning Policy (Biodiversity and Conservation) 2021* applies or is located in any other drinking water catchment identified in any other environmental planning instrument.

Schedule 5 of the Codes SEPP

The land is NOT described or otherwise identified on a map specified in Schedule 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude complying development from being carried out on the land.

5. Exempt development

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

Area of Outstanding Biodiversity Value

The land IS NOT within a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

Area of Declared Critical Habitat

The land IS NOT within a declared critical habitat under Part 7A of the *Fisheries Management Act 1994*.

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

Listed on the State Heritage Register

This land IS NOT listed on the State Heritage Register under the *Heritage Act 1977* and IS NOT subject to an interim heritage order under that Act.

Listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is NOT listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Siding Spring Observatory

The land is NOT within 18 kilometres of Siding Spring Observatory.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which exempt development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude exempt development from being carried out on the land.

6. Affected building notices and building product rectification orders

The land IS NOT AFFECTED by any affected building notice of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which CN is aware.

An affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*. Building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

7. Land reserved for acquisition

The land is not identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

8. Road widening and road realignment

NOTE: Transport for NSW (TfNSW) may have proposals that are not referred to in this item. For advice about affection by TfNSW proposals, contact Transport for NSW, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.

The land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

9. Flood related development controls

9(1) Mapping information is not available and it is unknown if the land or part of the land is within the flood planning area.

9(2) Mapping information is not available and it is unknown if the land or part of the land is between the flood planning area and the probable maximum flood (PMF).

Our information currently indicates that the property is, or contains, flood prone land (land within the PMF) as defined by the NSW Government Flood Risk Management Manual 2023.

The Newcastle Development Control Plan (DCP) and Newcastle Local Environmental Plan (LEP) include flood related development controls that apply to development on flood prone land. The DCP and LEP can be viewed on our website.

NOTE: More detailed flood information specific to the property is available on a Flood Information Certificate. Application forms for these certificates are available on the City of Newcastle website <https://www.newcastle.nsw.gov.au/about-us/forms-and-publications>

10. Council and other public authority policies on hazard risk restrictions

Except as stated below, the land is not affected by a policy referred to in Item 10 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021 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.

Potential acid sulfate soils: Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

Land Contamination: City of Newcastle has a policy restricting development or imposing conditions on properties affected by land contamination. Refer to Section B7 Land contamination of Newcastle Development Control Plan 2023, which is available to view and download from City of Newcastle's website.

NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. City of Newcastle (CN) considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in CN either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.

11. Bush fire prone land

The land IS NOT bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Property HAS NOT been notified: Council HAS NOT been notified that: - a residential dwelling erected on this land has been identified in the Loose-fill Asbestos Insulation Register maintained by NSW Fair Trading as containing loose-fill asbestos insulation.

13. Mine Subsidence

The land IS NOT WITHIN a Mine Subsidence District declared under section 20 of the Coal Mine Subsidence Compensation Act 2017.

NOTE: The above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.

14. Paper subdivision information

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

15. Property vegetation plans

Not applicable. The Native Vegetation Act 2003 does not apply to the Newcastle local government area.

16. Biodiversity stewardship sites

The land IS NOT land (of which CN is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17. Biodiversity certified land

The land IS NOT biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

18. Orders under Trees (Disputes Between Neighbours) Act 2006

CN HAS NOT been notified that 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.

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

The land IS NOT subject to an agreement for annual charges under section 496B of the *Local Government Act 1993* for coastal protection services (within the meaning of section 553B of that Act).

20. Western Sydney Aerotropolis

The land is not within the Western Sydney Aerotropolis, as defined by Chapter 4 of State Environmental Planning Instrument (Precincts - Western Parkland City) 2021.

21. Development consent conditions for seniors housing

(a) The land IS NOT AFFECTED by a current site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Housing) 2021.

(b) The land IS NOT AFFECTED by any terms of kind referred to in clause 88(2) of the State Environmental Planning Policy (Housing) 2021, that have been imposed as a condition of consent to a development application granted after 11 October, 2007 in respect of the land.

22. Site compatibility certificates and development consent conditions for affordable rental housing

The land IS NOT AFFECTED by a valid site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. Matters prescribed under the Contaminated Land Management Act 1997

Note: *There are no matters prescribed by section 59(2) of the Contaminated Land Management Act 1997 to be disclosed, however if other contamination information is held by the Council this may be provided under a section 10.7(5) certificate.*

Issued without alterations or additions, 16/04/24
Authorised by

JEREMY BATH
CHIEF EXECUTIVE OFFICER



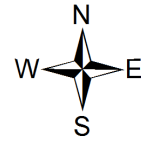
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

38 GUNDAROO

MARYLAND NSW

APPLICATION NO.: 2238376

APPLICANT REF: MBSB240354

RATEABLE PREMISE NO.: 5635910365

PROPERTY ADDRESS: 38 GUNDAROO CT MARYLAND 2287

LOT/SECTION/DP:SP: 4//SP 63093



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: 12/04/2024

Scale at A4: 1:500

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

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

Standard form from 30 October 2016

Residential tenancy agreement



Fair Trading

Landlord Name (1):

Penelope Worthington

Landlord Name (2):

n/a

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

2/11 Woolcock St WATSON ACT
(penelope.worthington@gmail.com) Postcode: 2602

Telephone number (of landlord or agent): 0425 710 553

Tenant's Name (1):

Honaira Honaira

Tenant's Name (2):

Tenant's Name (3):

Add all other tenants here:

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

Postcode:

Telephone number/s: 04 70 38 72 78

Landlord's agent:

n/a

Address for service of notices:

Postcode:

Telephone number/s:

Premises:

(a) location

4/38 Gundaroo Circuit Maryland 2287

(b) inclusions

Freestanding Shade Sail with Granite-base (located in backyard)

Insert inclusions, for example a common parking space or furniture provided. Attach a separate list if necessary.

Term:

The term of this agreement is 10 weeks/months/years, For a fixed term agreement insert the term. Otherwise leave blank or write 'periodic'

starting on 15 / 4 / 21 and ending on 14 / 2 / 22

Rent: \$ 800.00 a week fortnight payable in advance starting on 15 / 4 / 21

The method by which the rent must be paid:

(a) to _____ at _____

by cash or cheque, or

(b) into the following account, or any other account nominated by the landlord:

BSB number: 082-514 account number: 24-826-6996

account name: Ms Penelope J Worthington

payment reference: 4-38 Gundaroo, or

(c) as follows: _____

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

~~**RENTAL BOND** [Cross out if there is not going to be a bond].~~

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

IMPORTANT INFORMATION

Maximum number of occupants

No more than 3 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: _____ Telephone: _____

Plumbing repairs: _____ Telephone: _____

Other repairs: _____ Telephone: _____

Water usage

Will the tenant be required to pay separately for water usage? Yes No
If yes, see clauses 11 and 12.

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No
If yes, see clause 35.

Condition report

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

Tenancy laws

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

The Agreement

Right to occupy the premises

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under 'Premises'.
2. The landlord agrees to give the tenant:
 - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

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

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

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

Rent increases

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

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

6. **The landlord and the tenant agree:**
 - 6.1 that the increased rent is payable from the day specified in the notice, and
 - 6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the NSW Civil and Administrative Tribunal.

Rent reductions

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 7.2 cease to be lawfully usable as a residence, or
 - 7.3 are compulsorily appropriated or acquired by an authority.

8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

9. **The landlord agrees** to pay:

- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
- 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.

10. **The tenant agrees** to pay:

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
 - 10.5.1 are separately metered, or

- 10.5.2 are not connected to a water supply service and water is delivered by vehicle.

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

- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 11.4 the residential premises have the following water efficiency measures:
 - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
 - 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
 - 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

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

Possession of the premises

13. **The landlord agrees:**

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

Tenant's right to quiet enjoyment

14. **The landlord agrees:**

- 14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having

- superior title to that of the landlord (such as a head landlord), and
- 14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

- 17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5 to make sure that all light fittings on the premises have working globes, and
- 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Use of the premises by tenant

15. The tenant agrees:

- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2 not to cause or permit a nuisance, and
- 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

16. The tenant agrees:

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

17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 17.1 to remove all the tenant's goods from the residential premises, and

Landlord's general obligations for residential premises

18. The landlord agrees:

- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

Urgent repairs

19. **The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are urgent repairs are defined as follows:

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

Sale of the premises

20. The landlord agrees:

- 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

22. The landlord and tenant agree:

- 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

Landlord's access to the premises

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

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the NSW Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.

24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
 - 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
 - 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Alterations and additions to the premises

27. The tenant agrees:

- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

Locks and security devices

29. The landlord agrees:

- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2 to give each tenant under this agreement a copy of the key or opening device or

information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

- 29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. The tenant agrees:

- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

Transfer of tenancy or sub-letting by tenant

32. The landlord and tenant agree that:

- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or

sub-letting the whole of the residential premises, and

- 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.

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

Change in details of landlord or landlord's agent

34. The landlord agrees:

- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

[Cross out if not applicable]

35. **The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 1996, the Strata Schemes

(Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989.

Mitigation of loss

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

Rental bond

[Cross out this clause if no rental bond is payable]

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

Smoke alarms

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
39. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Swimming pools

[Cross out this clause if there is no swimming pool]

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

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 1996) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

40A. **The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:

- 40A.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Loose-fill asbestos insulation

40B. **The landlord agrees:**

- 40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

Additional terms

[Additional terms may be included in this agreement if:

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

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

Additional term—break fee

[Cross out this clause if not applicable]

- 41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:
 - 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or

41.2 if the fixed term is for more than 3 years, [specify amount]:

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

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

- 42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Additional term—pets

[Cross out this clause if not applicable]

- 43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
- 44. The landlord agrees that the tenant may keep the following animals on the residential premises:
 - small dog or cat/s
- 45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

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

Care for the outdoor free-standing shade sail in backyard, with granite-base (3x4m). It is sturdy and meant to be outside and used, but must be closed when not in use due to potential damage by wind.

Notes

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

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

Signed by the landlord/agent

Name of landlord/agent

Penelope Worthington

Signature of landlord/agent

PLW

on the 30 day of March 2021

in the presence of (witness)

Name of witness

Sarah Davensen

Signature of witness

SD

Signed by the tenant (2)

Name of tenant

n/a

Signature of tenant

on the ___ day of 20__

in the presence of (witness)

Name of witness

Signature of witness

Signed by the tenant (1)

Name of tenant

Homaira Homaira

Signature of tenant

X *[Signature]*

on the 31 day of March 2021

in the presence of (witness)

Name of witness

Chris Wensrich

Signature of witness

[Signature]

Signed by the tenant (3) and any other tenants

Name of tenant/s

n/a

Signature of tenant/s

on the ___ day of 20__

in the presence of (witness)

Name of witness

Signature of witness

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

Signature of tenant/s

X *[Signature]*

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

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