

# Contract for the sale and purchase of land 2022 edition

**TERM** **MEANING OF TERM** **eCOS ID: 167345318** **NSW DAN:**

vendor's agent David Haggarty First National Real Estate  
 454 High Street MAITLAND NSW 2320  
 Phone: 02 4933 5544  
 Fax: 02 4933 1706  
 Ref: Michael Haggarty

co-agent  
 vendor

vendor's solicitor Hunter Legal & Conveyancing  
 Level 1, Suite 2 12 Elgin Street Maitland NSW 2320  
 Phone: 1300 224 828  
 Fax:

date for completion 35 days after the contract date (clause 15) Email: jasmine@hunterlegal.com.au

land 11 Fairway Street Rutherford NSW 2320

(Address, plan details and title reference) lot 117 of Deposited Plan 280071  
 117/280071

improvements ☒ VACANT POSSESSION ☐ Subject to existing tenancies  
☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space  
☐ none ☐ other:

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

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

inclusions ☒ air conditioning ☒ clothes line ☒ fixed floor coverings ☒ range hood  
☒ blinds ☐ curtains ☒ insect screens ☐ solar panels  
☒ built-in wardrobes ☒ dishwasher ☒ light fittings ☒ stove  
☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna  
☒ other: water tank, office desk, gym frame

exclusions  
 purchaser

purchaser's solicitor

Phone:

Fax:

Ref:

Price \$  
 deposit \$  
 balance \$

(10% of the price, unless otherwise stated)

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."

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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## SIGNING PAGE

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

vendor agrees to accept a *deposit-bond*

☒ NO ☐ yes

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

PEXA

*Manual transaction* (clause 30)

☒ NO ☐ yes

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

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

☒ NO ☐ yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

BCS Strata Management  
enquiries@picagroup.com.au

1504 Racecourse Road Rutherford NSW 2320  
1300 889 227



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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



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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th 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 party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice served by the party;
<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 property 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 property or any adjoining footpath or road (but the term does not include a notice under s22E of the <i>Swimming Pools Act 1992</i> or clause 22 of the <i>Swimming Pools Regulation 2018</i> ).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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



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



- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition* the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 If the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
  - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
    - 9.2.1 for 12 months after the *termination*; or
    - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
  - 9.3 sue the purchaser either –
    - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
      - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
      - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
    - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
    - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
    - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
    - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
    - 10.1.4 any change in the *property* due to fair wear and tear before completion;
    - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
    - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
    - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
    - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
    - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
  - 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
  - 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
  - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
  - 12.2 to apply (if necessary in the name of the vendor) for –
    - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
    - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
  - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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

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



**14 Adjustments**

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

**15 Date for completion**

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

**16 Completion****• Vendor**

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

**• Purchaser**

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

**17 Possession**

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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



- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 If the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 **Qualified title, limited title and old system title**

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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



- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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

77 FAIRWAY ST RUTHERFORD 2320

## **Additional Clauses to Contract for the Sale of Land – 2022 Edition**

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### **1. Alteration to Printed Form**

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

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

### **2. Claims by the Purchaser**

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

### **3. Reasonable Notice**

- 3.1. It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform, pursuant to Clause 15, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose, notwithstanding the provision of Clause 21.1.
- 3.2. It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform by the Vendor, then in addition to the balance of the price, the Purchaser shall pay to the Vendor the sum of Five Hundred Dollars (\$500.00) exclusive of GST, agreed reasonable legal expense incurred by the Vendor as a result of having to issue such Notice.
- 3.3. The Purchaser's obligation to pay the sum referred to in Clause 3.2 hereof is an essential term of this contract and shall in no way effect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of contract.

### **4. Liquidated Damages**

- 4.1 In the event that the Purchaser does not complete this contract on or before the completion date and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the balance of the purchase price at the rate of 10% pa until completion.
- 4.2 The sum of Four Hundred and Forty Dollars (\$440.00) on account of the additional legal fees incurred by the Vendor because of the delay.
- 4.3 The Purchaser acknowledges that the payment of liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.



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

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

## **6. Condition of Property**

The Purchaser acknowledges to the Vendor that:

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

## **7. Deposit**

In the event:

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

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

## 8. Deposit Bond

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

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

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

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

- 9.1 The Purchaser warrants that the Purchaser was not introduced to the property or to the Vendor by a Real Estate Agent other than the Real Estate Agent, if any, specified on the front page of the contract. The Purchaser will indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the Purchaser's breach of this warranty.
- 9.2 This warranty and indemnity will not merge on completion.
- 9.3 The Vendor warrants that the Vendor has not entered into a sole or exclusive agency agreement as at the date hereto with any agent other than the agent specified on the front page of the contract.

## 10. Release of Deposit

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

## 11. Limited Title

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

## 12. Electronic Signature

- 12.1. This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.
- 12.2. Execution by the parties of the contract by email or electronically via DocuSign (or equivalent encryption software) and transmission of the executed contract by either of those means shall constitute a valid and binding executed of this contract by such part or parties. For the purpose of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the contract electronically.

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

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

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

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

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

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

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

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

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

### **16. Caveat or Mortgage**

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

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

If a cooling off period or subject to finance period applies to this contract then on request for extension and each subsequent occasion that the Purchaser requests an extension thereof and the request is granted by the Vendor, the Purchaser must on completion pay a further sum of Two Hundred and Twenty Dollars (\$220.00) inclusive of GST for the Vendor's additional legal costs associated with dealing with the Purchaser's request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor's actual costs. This sum shall fall due and payable on settlement or in the case of rescission upon service of the Notice of Rescission.

### **18. Irrevocable Authority**

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

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

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

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

#### **20. GST**

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

#### **21. Settlement Figures**

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

## **22. Company Guarantee & Indemnity**

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

SIGNED IN MY PRESENCE BY  
THE GUARANTOR

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

who is known to me:

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

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

SIGNED IN MY PRESENCE BY  
THE GUARANTOR

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

who is known to me:

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

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



## COMMUNITY TITLE (NON-STRATA TITLE) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession and tenancies

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

### Title

5. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the association roll, free from all other interests.
6. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 47 of the *Community Land Management Act 1989* (NSW) (**Management Act**).
7. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
8. When and where may the title documents relating to the Property and the association property be inspected?
9. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

10. All outgoings referred to in clauses 14 and 23.3 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
12. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the association property is available, that there are no encroachments by or upon the Property or the association property.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the Property and the association property:
  - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate of a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.



- (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out on the Property in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
  - (f) Are there any proposals to make any additions or alterations or erect any new structures on the association property by the association? If so, please provide details.
16. Is the vendor aware of any proposals to:
- (a) resume any part of the Property or any association property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, transfer, lease or dedicate any of the association property or acquire additional property?
  - (d) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the association property or for their benefit?
  - (e) subdivide or consolidate any lots and/or association property or to convert any lots into association property?
- 17.
- (a) Has the vendor (or any predecessor) or the association entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the association property?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or association property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. In relation to any swimming pool on the Property or association property:
- (a) did its installation or construction commence before or after 1 August 1980?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences on the Property?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the Property?
- Affectations, notices and claims**
20. In respect of the Property and association property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding whether in the land or any improvements to it? In relation to any external combustible cladding, have details been provided to the Planning Secretary for entry on the register? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
  - (vi) any action having been taken or proposed for an adjustment of any unit entitlement in the scheme?
- 21.
- (a) If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (ii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

#### Applications, Orders etc

22. Are there any applications made, proposed or threatened, for the settling of any disputes or complaints relating to the Vendor, the Property or the scheme which are yet to be determined? If so, please provide particulars and details of any current mediation.
23. Are there any:
- (a) Orders of an adjudicator or the Tribunal;
  - (b) notices or orders issued by any Court; or
  - (c) notices or orders issued by the Council or any public authority or water authority, affecting the Property or association property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
24. Has the vendor made any complaints or been the subject of any complaints arising out of a use affecting the Property or emanating from the use of the Property?
25. Has the Vendor received any notice arising from non-compliance with any by-laws or any provision of the *Management Act*? Any outstanding notice should be complied with before completion.
26. Is the Vendor aware of any proposals or proceedings to vary or terminate a scheme? If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

#### Association management

27. Has the initial period expired?
28. Are any actions proposed to be taken or have any been taken by the association or the developer in the initial period which would be in breach of their powers without an order authorising them?
29. Has an appointment of a managing agent been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term or each appointment expire; and
  - (c) what functions have been delegated to the managing agent.
30. Has the association entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
31. Has a resolution been passed by the association for the distribution of surplus money from the administrative fund or the sinking fund? If so, please provide particulars.
32. Are there any proposals to amend the Management Statement or the Development Contract or are there any amendments not yet noted on the title?
33. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
34. Are there any proposals, policies or by-laws which deal with short term rental accommodation arrangements?
35. Is the Vendor entitled to use any restricted property? If so, have all conditions been satisfied?
36. If not attached to the Contract, an information certificate under Section 26 of the *Management Act* should be served on the purchaser at least 7 days prior to completion.
37. Has the association met all of its obligations under the *Management Act* (or otherwise) relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) repair and maintenance.
38. Is the Vendor aware of any proposed claims by the association under any insurance policy?
39. Has the association complied with any obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

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

**Requisitions and transfer**

41. Notice of the sale pursuant to section 47 of the *Management Act* should be handed to the purchaser on completion of the sale to enable the purchaser to obtain the right to vote.
42. If not attached to the Contract and the transaction is not an excluded transaction, any clearance certificate under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
43. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
44. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
45. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
46. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
47. The purchaser reserves the right to make further requisitions prior to completion.
48. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

**Off the plan contract**

49. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
  - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
  - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.





**LAND  
REGISTRY  
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

**Title Search**

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

FOLIO: 117/280071  
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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/7/2025	4:36 PM	3	30/9/2022

LAND  
-----

LOT 117 IN PRECINCT PLAN DP280071  
AT RUTHERFORD  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP280071

FIRST SCHEDULE  
-----

(T AS517998)

SECOND SCHEDULE (6 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/280071
- 3 THIS PRECINCT SCHEME FORMS PART OF A COMMUNITY SCHEME - SEE  
INTERESTS RECORDED ON REGISTER FOLIO 1/270823
- 4 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT  
CONTRACT OF THE PRECINCT SCHEME FILED WITH THE PRECINCT PLAN
- 5 DP280071 RESTRICTION(S) ON THE USE OF LAND (DOC.6)
- 6 AS517999 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP  
LIMITED

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

251651...

PRINTED ON 9/7/2025

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**LAND  
REGISTRY  
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

**Title Search**

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

FOLIO: 1/280071

SEARCH DATE	TIME	EDITION NO	DATE
11/7/2025	11:42 AM	3	10/8/2020

**LAND**

THE PRECINCT PROPERTY WITHIN LOT 1 IN PRECINCT PLAN DP280071  
AT RUTHERFORD  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP280071

**FIRST SCHEDULE**

PRECINCT ASSOCIATION DP280071  
ADDRESS FOR SERVICE OF DOCUMENTS:  
HERITAGE PARC  
1504 RACECOURSE ROAD  
RUTHERFORD  
NSW 2320

**SECOND SCHEDULE (11 NOTIFICATIONS)**

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE PRECINCT SCHEME FILED WITH THE PRECINCT PLAN
- 3 THIS PRECINCT SCHEME FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270823
- 4 DP1223956 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4.75 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 AP421242 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 127 IN DP280071
- 6 DP280071 EASEMENT FOR TRANSMISSION LINE 20.115 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP280071 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC. 7).
- 8 DP270823 EASEMENT FOR DRAINAGE OF WATER 5 METERS WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC. 1)
- 9 DP1240504 EASEMENT FOR DRAINAGE OF WATER 1 METER WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1265237 EASEMENT FOR DRAINAGE OF WATER 12 METERS WIDE & VARIABLE WIDTH AFFECTING THE PART SHOWN SO BURDENED IN

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/280071

PAGE 2

SECOND SCHEDULE (11 NOTIFICATIONS) (CONTINUED)

-----  
THE TITLE DIAGRAM  
11 AQ221316 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 75  
IN DP280071

NOTATIONS

-----  
DP280071 NOTE: REGISTERED 23.1.2017. SUBDIVIDES LOT 21 INTO LOTS  
22-38 IN DP280071  
DP280071 NOTE: REGISTERED 17.8.2017. SUBDIVIDES LOT 38 INTO LOTS  
39-59 IN DP280071  
DP280071 NOTE: REGISTERED 29.1.2018. SUBDIVIDES LOTS 20 & 59 INTO  
LOTS 60-75 IN DP280071  
DP280071 NOTE: REGISTERED 1.3.2018. SUBDIVIDES LOT 72 INTO LOTS 76-96  
IN DP280071  
DP280071 NOTE: REGISTERED 26.6.2018. SUBDIVIDES LOT 96 INTO LOTS  
97-120 IN DP280071  
DP280071 NOTE: REGISTERED 27.6.2018. SUBDIVIDES LOT 120 INTO LOTS  
121-127 IN DP280071  
DP280071 NOTE: REGISTERED 2/9/2019 CONVERSION OF LOT 127 DP280071 TO  
ASSOCIATION PROPERTY.  
DP280071 NOTE: CONVERSION OF LOT 75 DP280071 TO ASSOCIATION PROPERTY

UNREGISTERED DEALINGS: NIL

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

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**LAND  
REGISTRY  
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

**Title Search**

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

FOLIO: 1/270823

SEARCH DATE	TIME	EDITION NO	DATE
11/7/2025	11:42 AM	9	12/12/2024

**LAND**

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270823  
AT RUTHERFORD  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP270823

**FIRST SCHEDULE**

COMMUNITY ASSOCIATION DP270823  
ADDRESS FOR SERVICE OF DOCUMENTS:  
HERITAGE PARC  
1504 RACECOURSE ROAD  
RUTHERFORD  
NSW 2320

**SECOND SCHEDULE (24 NOTIFICATIONS)**

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN  
AK750827 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 16.3  
REPEALED. SEE ANNEXURE 'A' OF THE MANAGEMENT STATEMENT
- 3 DP836843 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM  
0679693 VARIATION OF EASEMENT DP836843
- 4 DP869834 RIGHT OF CARRIAGEWAY 24 METRE(S) WIDE APPURTENANT TO THE PART OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 5 DP869834 EASEMENT FOR DRAINAGE OF WATER 20 METRE(S) WIDE APPURTENANT TO THE PART OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 6 DP869834 EASEMENT FOR DRAINAGE OF WATER 5 METRE(S) WIDE APPURTENANT TO THE PART OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 7 DP871817 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE (A) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP871817 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE APPURTENANT TO THE PART OF THE LAND SHOWN SO BENEFITED

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270823

PAGE 2

SECOND SCHEDULE (24 NOTIFICATIONS) (CONTINUED)

- 
- IN THE TITLE DIAGRAM
- 9 DP270823 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
  - 10 AQ221312 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOTS 8, 11, 17 & 18 IN DP270823
  - 11 F602288 EASEMENT FOR TRANSMISSION LINE 20.115 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 12 DP864074 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 13 DP869834 EASEMENT FOR DRAINAGE OF WATER 20 METRE(S) WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 14 DP869834 EASEMENT FOR DRAINAGE OF WATER 5 METRE(S) WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 15 DP1062820 EASEMENT FOR ELECTRICITY TRANSMISSION LINE & ACCESS THERETO 20 METRE(S) WIDE & VARIABLE (B) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 16 DP1240332 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4.75 METRE(S) WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 17 DP1249944 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 15 METRE(S) WIDE & VARIABLE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 18 DP270823 EASEMENT FOR FOR DAM WALL & SPILLWAY VARIABLE WIDTH AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC. 1)
  - 19 DP270823 EASEMENT FOR DRAINAGE OF WATER 20 METRE(S) WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM(DOC.1)
  - 20 DP270823 EASEMENT FOR DRAINAGE OF WATER 5 METRE(S) WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC. 1)
  - 21 DP1265237 EASEMENT FOR DRAINAGE OF WATER 12 & VARIABLE METRE(S) WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 22 DP1062820 EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM.
  - 23 DP280071 EASEMENT FOR FOR STORMWATER BASIN 25 METRE(S) WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC. 7)
  - 24 AQ895323 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 19 IN DP270823

END OF PAGE 2 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270823

PAGE 3

NOTATIONS

DP280047 NOTE: REGISTERED 9.5.2014. SUBDIVIDES LOT 2 IN DP270823 INTO  
LOTS 1-56 IN DP280047  
DP270823 NOTE: REGISTERED 24.11.2016. SUBDIVIDES LOT 3 INTO LOTS 5-9  
IN DP270823  
DP280071 NOTE: REGISTERED 24.11.2016. SUBDIVIDES LOT 5 IN DP270823  
INTO LOTS 1-21 IN DP280071  
DP270823 NOTE: REGISTERED 29.1.2018. SUBDIVIDES LOT 7 INTO LOTS 10-12  
IN DP270823  
DP270823 NOTE: REGISTERED 22.8.2019. SUBDIVIDES LOT 6 IN DP270823  
INTO LOTS 13 -14 IN DP270823  
DP280090 NOTE: REGISTERED 4.9.2019 SUBDIVIDES LOT 14 IN DP270823 INTO  
LOTS 1-22 IN DP280090  
DP270823 NOTE: REGISTERED 14.1.2020. SUBDIVIDES LOT 10 IN DP270823  
INTO LOTS 15-16 IN DP270823  
DP270823 NOTE: SUBDIVIDES LOT 12 INTO LOTS 17 & 18 IN DP270823  
DP270823 NOTE: CONVERSION OF LOTS 8, 11, 17 & 18 IN DP270823 TO  
ASSOCIATION PROPERTY.  
DP270823 NOTE: CONVERSION OF LOT 19 DP270823 TO ASSOCIATION PROPERTY.  
DP1310604 PLAN FOR LEASE PURPOSES

UNREGISTERED DEALINGS: L AU693408.

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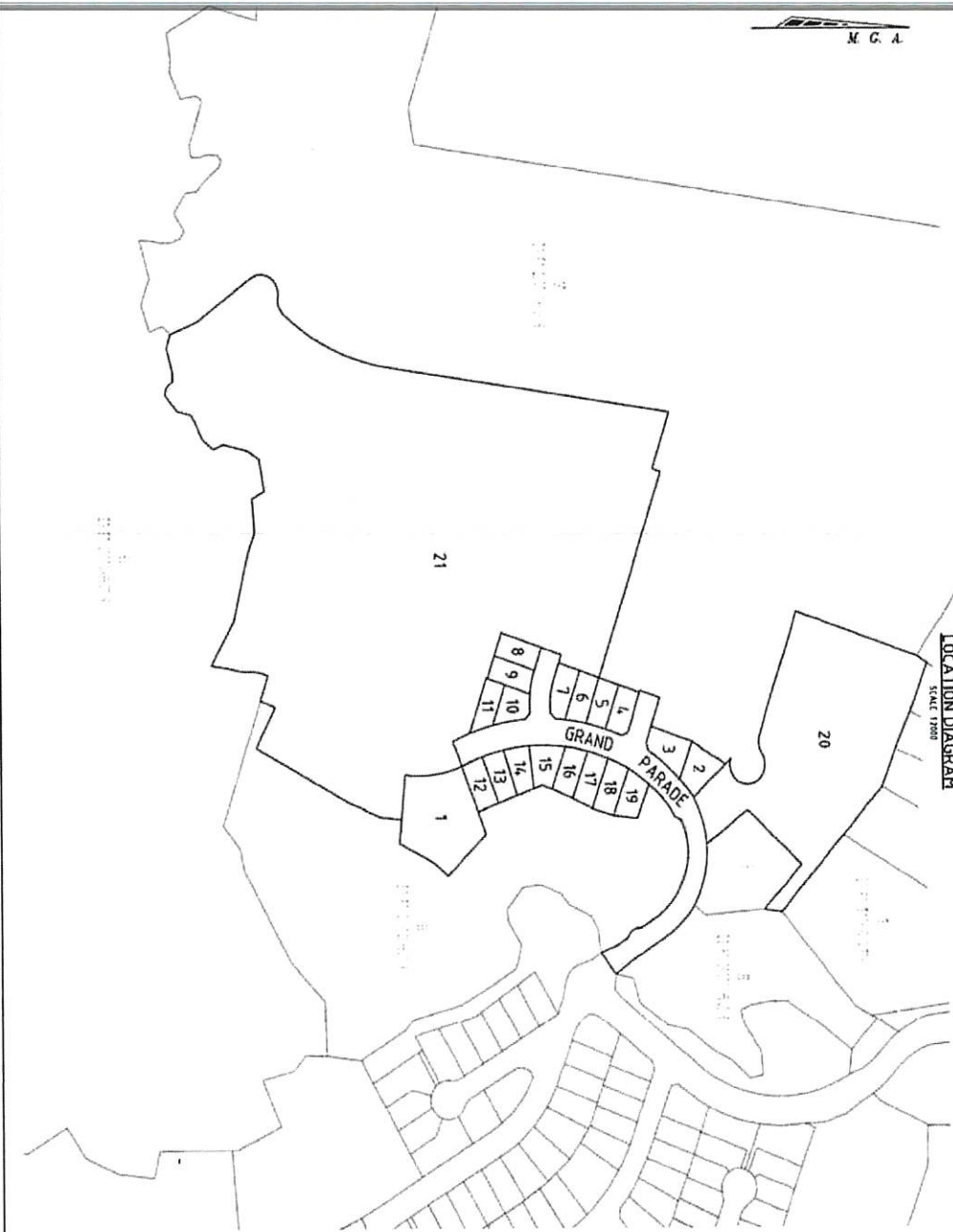


PLAN FORM A (A2) DP280071.1

WARNING: CHIPPING OR FOLDING WILL LEAD TO REFLECTION

LOCATION DIAGRAM

SCALE 1:2000

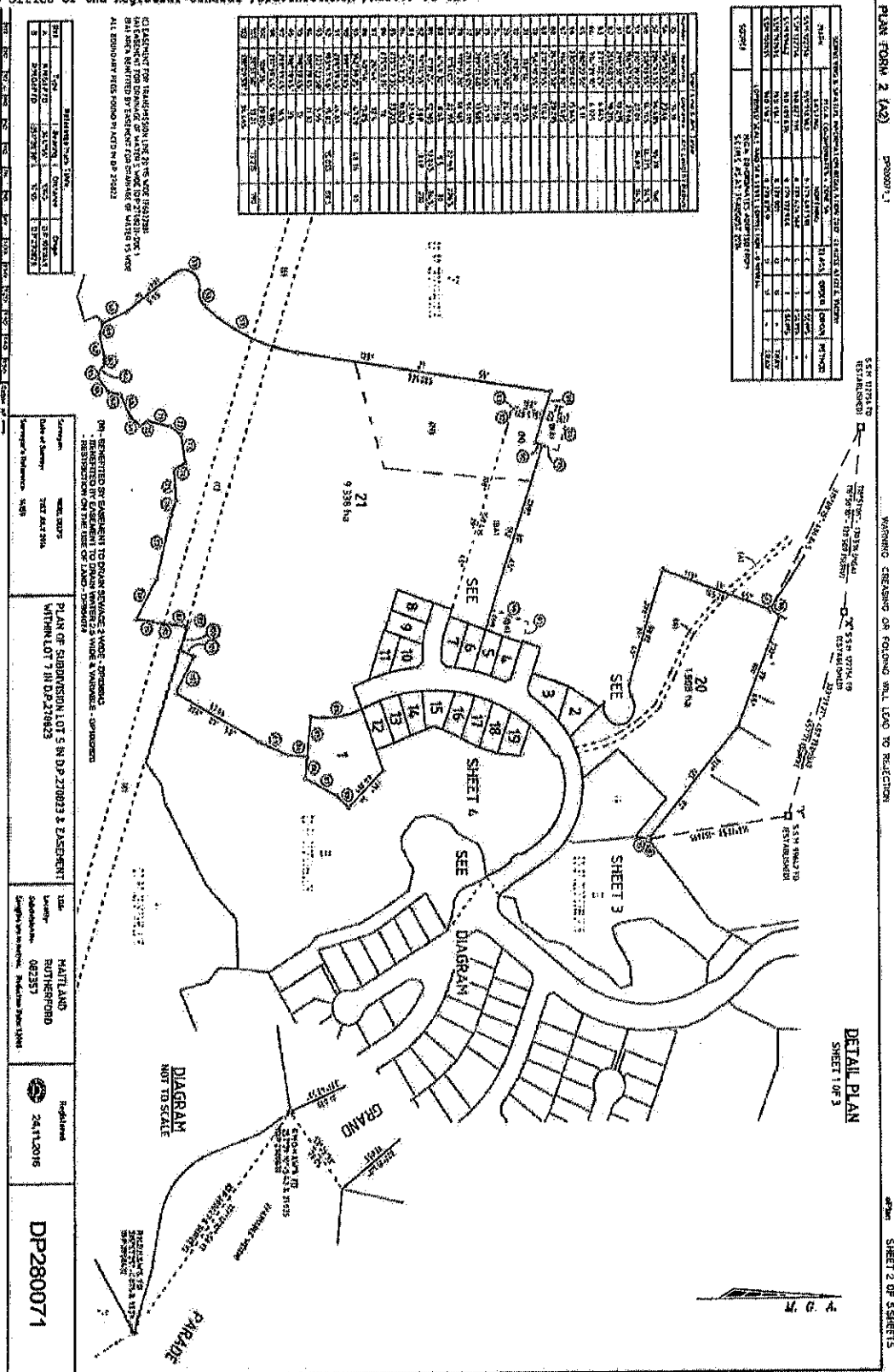


Sheet 1 of 5 SHEETS

THIS SHEET IS REPRODUCED IN FULLY UNEDITED FORM AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE SCHEDULE FOR LOTS 1-21 IS OF UPDATED AND ADDITIONAL AND REVISIONS ARE NOTED IN THE SCHEDULE BELOW.

SCHEDULE OF CHANGES TO THE SCHEME

No.	Lot	Description	Ref.
21	21	SUBDIVIDED INTO LOTS 22-28	B-7
20	20	SUBDIVIDED INTO LOTS 29-35	B-7
19	19	SUBDIVIDED INTO LOTS 36-42	10-11
18	18	SUBDIVIDED INTO LOTS 43-49	10-11
17	17	SUBDIVIDED INTO LOTS 50-56	14-15
16	16	SUBDIVIDED INTO LOTS 57-63	14-15
15	15	SUBDIVIDED INTO LOTS 64-70	14-15
14	14	SUBDIVIDED INTO LOTS 71-77	14-15
13	13	SUBDIVIDED INTO LOTS 78-84	14-15
12	12	SUBDIVIDED INTO LOTS 85-91	14-15
11	11	SUBDIVIDED INTO LOTS 92-98	14-15
10	10	SUBDIVIDED INTO LOTS 99-105	14-15
9	9	SUBDIVIDED INTO LOTS 106-112	14-15
8	8	SUBDIVIDED INTO LOTS 113-119	14-15
7	7	SUBDIVIDED INTO LOTS 120-126	14-15
6	6	SUBDIVIDED INTO LOTS 127-133	14-15
5	5	SUBDIVIDED INTO LOTS 134-140	14-15
4	4	SUBDIVIDED INTO LOTS 141-147	14-15
3	3	SUBDIVIDED INTO LOTS 148-154	14-15
2	2	SUBDIVIDED INTO LOTS 155-161	14-15
1	1	SUBDIVIDED INTO LOTS 162-168	14-15
20	20	SUBDIVIDED INTO LOTS 169-175	14-15
19	19	SUBDIVIDED INTO LOTS 176-182	14-15
18	18	SUBDIVIDED INTO LOTS 183-189	14-15
17	17	SUBDIVIDED INTO LOTS 190-196	14-15
16	16	SUBDIVIDED INTO LOTS 197-203	14-15
15	15	SUBDIVIDED INTO LOTS 204-210	14-15
14	14	SUBDIVIDED INTO LOTS 211-217	14-15
13	13	SUBDIVIDED INTO LOTS 218-224	14-15
12	12	SUBDIVIDED INTO LOTS 225-231	14-15
11	11	SUBDIVIDED INTO LOTS 232-238	14-15
10	10	SUBDIVIDED INTO LOTS 239-245	14-15
9	9	SUBDIVIDED INTO LOTS 246-252	14-15
8	8	SUBDIVIDED INTO LOTS 253-259	14-15
7	7	SUBDIVIDED INTO LOTS 260-266	14-15
6	6	SUBDIVIDED INTO LOTS 267-273	14-15
5	5	SUBDIVIDED INTO LOTS 274-280	14-15
4	4	SUBDIVIDED INTO LOTS 281-287	14-15
3	3	SUBDIVIDED INTO LOTS 288-294	14-15
2	2	SUBDIVIDED INTO LOTS 295-301	14-15
1	1	SUBDIVIDED INTO LOTS 302-308	14-15
20	20	SUBDIVIDED INTO LOTS 309-315	14-15
19	19	SUBDIVIDED INTO LOTS 316-322	14-15
18	18	SUBDIVIDED INTO LOTS 323-329	14-15
17	17	SUBDIVIDED INTO LOTS 330-336	14-15
16	16	SUBDIVIDED INTO LOTS 337-343	14-15
15	15	SUBDIVIDED INTO LOTS 344-350	14-15
14	14	SUBDIVIDED INTO LOTS 351-357	14-15
13	13	SUBDIVIDED INTO LOTS 358-364	14-15
12	12	SUBDIVIDED INTO LOTS 365-371	14-15
11	11	SUBDIVIDED INTO LOTS 372-378	14-15
10	10	SUBDIVIDED INTO LOTS 379-385	14-15
9	9	SUBDIVIDED INTO LOTS 386-392	14-15
8	8	SUBDIVIDED INTO LOTS 393-399	14-15
7	7	SUBDIVIDED INTO LOTS 400-406	14-15
6	6	SUBDIVIDED INTO LOTS 407-413	14-15
5	5	SUBDIVIDED INTO LOTS 414-420	14-15
4	4	SUBDIVIDED INTO LOTS 421-427	14-15
3	3	SUBDIVIDED INTO LOTS 428-434	14-15
2	2	SUBDIVIDED INTO LOTS 435-441	14-15
1	1	SUBDIVIDED INTO LOTS 442-448	14-15
20	20	SUBDIVIDED INTO LOTS 449-455	14-15
19	19	SUBDIVIDED INTO LOTS 456-462	14-15
18	18	SUBDIVIDED INTO LOTS 463-469	14-15
17	17	SUBDIVIDED INTO LOTS 470-476	14-15
16	16	SUBDIVIDED INTO LOTS 477-483	14-15
15	15	SUBDIVIDED INTO LOTS 484-490	14-15
14	14	SUBDIVIDED INTO LOTS 491-497	14-15
13	13	SUBDIVIDED INTO LOTS 498-504	14-15
12	12	SUBDIVIDED INTO LOTS 505-511	14-15
11	11	SUBDIVIDED INTO LOTS 512-518	14-15
10	10	SUBDIVIDED INTO LOTS 519-525	14-15
9	9	SUBDIVIDED INTO LOTS 526-532	14-15
8	8	SUBDIVIDED INTO LOTS 533-539	14-15
7	7	SUBDIVIDED INTO LOTS 540-546	14-15
6	6	SUBDIVIDED INTO LOTS 547-553	14-15
5	5	SUBDIVIDED INTO LOTS 554-560	14-15
4	4	SUBDIVIDED INTO LOTS 561-567	14-15
3	3	SUBDIVIDED INTO LOTS 568-574	14-15
2	2	SUBDIVIDED INTO LOTS 575-581	14-15
1	1	SUBDIVIDED INTO LOTS 582-588	14-15
20	20	SUBDIVIDED INTO LOTS 589-595	14-15
19	19	SUBDIVIDED INTO LOTS 596-602	14-15
18	18	SUBDIVIDED INTO LOTS 603-609	14-15
17	17	SUBDIVIDED INTO LOTS 610-616	14-15
16	16	SUBDIVIDED INTO LOTS 617-623	14-15
15	15	SUBDIVIDED INTO LOTS 624-630	14-15
14	14	SUBDIVIDED INTO LOTS 631-637	14-15
13	13	SUBDIVIDED INTO LOTS 638-644	14-15
12	12	SUBDIVIDED INTO LOTS 645-651	14-15
11	11	SUBDIVIDED INTO LOTS 652-658	14-15
10	10	SUBDIVIDED INTO LOTS 659-665	14-15
9	9	SUBDIVIDED INTO LOTS 666-672	14-15
8	8	SUBDIVIDED INTO LOTS 673-679	14-15
7	7	SUBDIVIDED INTO LOTS 680-686	14-15
6	6	SUBDIVIDED INTO LOTS 687-693	14-15
5	5	SUBDIVIDED INTO LOTS 694-700	14-15
4	4	SUBDIVIDED INTO LOTS 701-707	14-15
3	3	SUBDIVIDED INTO LOTS 708-714	14-15
2	2	SUBDIVIDED INTO LOTS 715-721	14-15
1	1	SUBDIVIDED INTO LOTS 722-728	14-15
20	20	SUBDIVIDED INTO LOTS 729-735	14-15
19	19	SUBDIVIDED INTO LOTS 736-742	14-15
18	18	SUBDIVIDED INTO LOTS 743-749	14-15
17	17	SUBDIVIDED INTO LOTS 750-756	14-15
16	16	SUBDIVIDED INTO LOTS 757-763	14-15
15	15	SUBDIVIDED INTO LOTS 764-770	14-15
14	14	SUBDIVIDED INTO LOTS 771-777	14-15
13	13	SUBDIVIDED INTO LOTS 778-784	14-15
12	12	SUBDIVIDED INTO LOTS 785-791	14-15
11	11	SUBDIVIDED INTO LOTS 792-798	14-15
10	10	SUBDIVIDED INTO LOTS 799-805	14-15
9	9	SUBDIVIDED INTO LOTS 806-812	14-15
8	8	SUBDIVIDED INTO LOTS 813-819	14-15
7	7	SUBDIVIDED INTO LOTS 820-826	14-15
6	6	SUBDIVIDED INTO LOTS 827-833	14-15
5	5	SUBDIVIDED INTO LOTS 834-840	14-15
4	4	SUBDIVIDED INTO LOTS 841-847	14-15
3	3	SUBDIVIDED INTO LOTS 848-854	14-15
2	2	SUBDIVIDED INTO LOTS 855-861	14-15
1	1	SUBDIVIDED INTO LOTS 862-868	14-15
20	20	SUBDIVIDED INTO LOTS 869-875	14-15
19	19	SUBDIVIDED INTO LOTS 876-882	14-15
18	18	SUBDIVIDED INTO LOTS 883-889	14-15
17	17	SUBDIVIDED INTO LOTS 890-896	14-15
16	16	SUBDIVIDED INTO LOTS 897-903	14-15
15	15	SUBDIVIDED INTO LOTS 904-910	14-15
14	14	SUBDIVIDED INTO LOTS 911-917	14-15
13	13	SUBDIVIDED INTO LOTS 918-924	14-15
12	12	SUBDIVIDED INTO LOTS 925-931	14-15
11	11	SUBDIVIDED INTO LOTS 932-938	14-15
10	10	SUBDIVIDED INTO LOTS 939-945	14-15
9	9	SUBDIVIDED INTO LOTS 946-952	14-15
8	8	SUBDIVIDED INTO LOTS 953-959	14-15
7	7	SUBDIVIDED INTO LOTS 960-966	14-15
6	6	SUBDIVIDED INTO LOTS 967-973	14-15
5	5	SUBDIVIDED INTO LOTS 974-980	14-15
4	4	SUBDIVIDED INTO LOTS 981-987	14-15
3	3	SUBDIVIDED INTO LOTS 988-994	14-15
2	2	SUBDIVIDED INTO LOTS 995-1001	14-15
1	1	SUBDIVIDED INTO LOTS 1002-1008	14-15
20	20	SUBDIVIDED INTO LOTS 1009-1015	14-15
19	19	SUBDIVIDED INTO LOTS 1016-1022	14-15
18	18	SUBDIVIDED INTO LOTS 1023-1029	14-15
17	17	SUBDIVIDED INTO LOTS 1030-1036	14-15
16	16	SUBDIVIDED INTO LOTS 1037-1043	14-15
15	15	SUBDIVIDED INTO LOTS 1044-1050	14-15
14	14	SUBDIVIDED INTO LOTS 1051-1057	14-15
13	13	SUBDIVIDED INTO LOTS 1058-1064	14-15
12	12	SUBDIVIDED INTO LOTS 1065-1071	14-15
11	11	SUBDIVIDED INTO LOTS 1072-1078	14-15
10	10	SUBDIVIDED INTO LOTS 1079-1085	14-15
9	9	SUBDIVIDED INTO LOTS 1086-1092	14-15
8	8	SUBDIVIDED INTO LOTS 1093-1099	14-15
7	7	SUBDIVIDED INTO LOTS 1100-1106	14-15
6	6	SUBDIVIDED INTO LOTS 1107-1113	14-15
5	5	SUBDIVIDED INTO LOTS 1114-1120	14-15
4	4	SUBDIVIDED INTO LOTS 1121-1127	14-15
3	3	SUBDIVIDED INTO LOTS 1128-1134	14-15
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19	19	SUBDIVIDED INTO LOTS 1156-1162	14-15
18	18	SUBDIVIDED INTO LOTS 1163-1169	14-15
17	17	SUBDIVIDED INTO LOTS 1170-1176	14-15
16	16	SUBDIVIDED INTO LOTS 1177-1183	14-15
15	15	SUBDIVIDED INTO LOTS 1184-1190	14-15
14	14	SUBDIVIDED INTO LOTS 1191-1197	14-15
13	13	SUBDIVIDED INTO LOTS 1198-1204	14-15
12	12	SUBDIVIDED INTO LOTS 1205-1211	14-15
11	11	SUBDIVIDED INTO LOTS 1212-1218	14-15
10	10	SUBDIVIDED INTO LOTS 1219-1225	14-15
9	9	SUBDIVIDED INTO LOTS 1226-1232	14-15
8	8	SUBDIVIDED INTO LOTS 1233-1239	14-15
7	7	SUBDIVIDED INTO LOTS 1240-1246	14-15
6	6	SUBDIVIDED INTO LOTS 1247-1253	14-15
5	5	SUBDIVIDED INTO LOTS 1254-1260	14-15
4	4	SUBDIVIDED INTO LOTS 1261-1267	14-15
3	3	SUBDIVIDED INTO LOTS 1268-1274	14-15
2	2	SUBDIVIDED INTO LOTS 1275-1281	14-15
1	1	SUBDIVIDED INTO LOTS 1282-1288	14-15
20	20	SUBDIVIDED INTO LOTS 1289-1295	14-15
19	19	SUBDIVIDED INTO LOTS 1296-1302	14-15
18	18	SUBDIVIDED INTO LOTS 1303-1309	14-15
17	17	SUBDIVIDED INTO LOTS 1310-1316	14-15
16	16	SUBDIVIDED INTO LOTS 1317-1323	14-15
15	15	SUBDIVIDED INTO LOTS 1324-1330	14-15
14	14	SUBDIVIDED INTO LOTS 1331-1337	14-15
13	13	SUBDIVIDED INTO LOTS 1338-1344	14-15
12	12	SUBDIVIDED INTO LOTS 1345-1351	14-15
11	11	SUBDIVIDED INTO LOTS 1352-1358	14-15
10	10	SUBDIVIDED INTO LOTS 1359-1365	14-15
9	9	SUBDIVIDED INTO LOTS 1366-1372	14-15
8	8	SUBDIVIDED INTO LOTS 1373-1379	14-15
7	7	SUBDIVIDED INTO LOTS 1380-1386	14-15
6	6	SUBDIVIDED INTO LOTS 1387-1393	14-15
5	5	SUBDIVIDED INTO LOTS 1394-1400	14-15
4	4	SUBDIVIDED INTO LOTS 1401-1407	14-15
3	3	SUBDIVIDED INTO LOTS 1408-1414	14-15
2	2	SUBDIVIDED INTO LOTS 1415-1421	14-15
1	1	SUBDIVIDED INTO LOTS 1422-1428	14-15
20	20	SUBDIVIDED INTO LOTS 1429-1435	14-15
19	19	SUBDIVIDED INTO LOTS 1436-1442	14-15
18	18	SUBDIVIDED INTO LOTS 1443-1449	14-15
17	17	SUBDIVIDED INTO LOTS 1450-1456	14-15
16	16	SUBDIVIDED INTO LOTS 1457-1463	14-15
15	15	SUBDIVIDED INTO LOTS 1464-1470	14-15
14	14	SUBDIVIDED INTO LOTS 1471-1477	14-15
13	13	SUBDIVIDED INTO LOTS 1478-1484	14-15
12	12	SUBDIVIDED INTO LOTS 1485-1491	14-15
11	11	SUBDIVIDED INTO LOTS 1492-1498	14-15
10	10	SUBDIVIDED INTO LOTS 1499-1505	14-15
9	9	SUBDIVIDED INTO LOTS 1506-1512	14-15
8	8	SUBDIVIDED INTO LOTS 1513-1519	14-15
7	7	SUBDIVIDED INTO LOTS 1520-1526	14-15
6	6	SUBDIVIDED INTO LOTS 1527-1533	14-15
5	5	SUBDIVIDED INTO LOTS 1534-1540	14-15
4	4	SUBDIVIDED INTO LOTS 1541-1547	14-15
3	3	SUBDIVIDED INTO LOTS 1548-1554	14-15
2	2	SUBDIVIDED INTO LOTS 1555-1561	14-15
1	1	SUBDIVIDED INTO LOTS 1562-1568	14-15
20	20	SUBDIVIDED INTO LOTS 1569-1575	14-15
19	19	SUBDIVIDED INTO LOTS 1576-1582	14-15
18	18	SUBDIVIDED INTO LOTS 1583-1589	14-15
17	17	SUBDIVIDED INTO LOTS 1590-1596	14-15
16	16	SUBDIVIDED INTO LOTS 1597-1603	14-15
15	15	SUBDIVIDED INTO LOTS 1604-1610	14-15
14	14	SUBDIVIDED INTO LOTS 1611-1617	14-15
13	13	SUBDIVIDED INTO LOTS 1618-1624	14-15
12	12	SUBDIVIDED INTO LOTS 1625-1631	14-15
11	11	SUBDIVIDED INTO LOTS 1632-1638	14-15
10	10	SUBDIVIDED INTO LOTS 1639-1645	14-15
9	9	SUBDIVIDED INTO LOTS 1646-1652	14-15
8	8	SUBDIVIDED INTO LOTS 1653-1659	14-15
7	7	SUBDIVIDED INTO LOTS 1660-1666	14-15
6	6	SUBDIVIDED INTO LOTS 1667-1673	14-15
5	5	SUBDIVIDED INTO LOTS 1674-1680	14-15
4	4	SUBDIVIDED INTO LOTS 1681-1687	14-15
3	3	SUBDIVIDED INTO LOTS 1688-1694	14-15
2	2	SUBDIVIDED INTO LOTS 1695-1701	14-15
1	1	SUBDIVIDED INTO LOTS 1702-1708	14-15
20	20	SUBDIVIDED INTO LOTS 1709-1715	14-15
19	19	SUBDIVIDED INTO LOTS 1716-1722	14-15
18	18	SUBDIVIDED INTO LOTS 1723-1729	14-15
17	17	SUBDIVIDED INTO LOTS 1730-1736	14-15
16	16	SUBDIVIDED INTO LOTS 1737-1743	14-15
15	15	SUBDIVIDED INTO LOTS 1744-1750	14-15
14	14	SUBDIVIDED INTO LOTS 1751-1757	14-15
13	13	SUBDIVIDED INTO LOTS 1758-1764	14-15
12	12	SUBDIVIDED INTO LOTS 1765-1771	14-15
11	11	SUBDIVIDED INTO LOTS 1772-1778	14-15
10	10	SUBDIVIDED INTO LOTS 1779-1785	14-15
9	9	SUBDIVIDED INTO LOTS 1786-1792	14-15
8	8	SUBDIVIDED INTO LOTS 1793-1799	14-15
7	7	SUBDIVIDED INTO LOTS 1800-1806	14-15
6	6	SUBDIVIDED INTO LOTS 1807-1813	14-15
5	5	SUBDIVIDED INTO LOTS 1814-1820	14-15
4	4	SUBDIVIDED INTO LOTS 1821-1827	14

[illegible]

PLAN FORM 2 (A2)

DP00071

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

sheet

SHEET 3 OF 5 SHEETS

Lot	Type	Area	Owner	Other
1	RESIDENTIAL	11.11	11.11	11.11
2	RESIDENTIAL	11.11	11.11	11.11
3	RESIDENTIAL	11.11	11.11	11.11
4	RESIDENTIAL	11.11	11.11	11.11
5	RESIDENTIAL	11.11	11.11	11.11
6	RESIDENTIAL	11.11	11.11	11.11
7	RESIDENTIAL	11.11	11.11	11.11
8	RESIDENTIAL	11.11	11.11	11.11
9	RESIDENTIAL	11.11	11.11	11.11
10	RESIDENTIAL	11.11	11.11	11.11
11	RESIDENTIAL	11.11	11.11	11.11
12	RESIDENTIAL	11.11	11.11	11.11
13	RESIDENTIAL	11.11	11.11	11.11
14	RESIDENTIAL	11.11	11.11	11.11
15	RESIDENTIAL	11.11	11.11	11.11
16	RESIDENTIAL	11.11	11.11	11.11
17	RESIDENTIAL	11.11	11.11	11.11
18	RESIDENTIAL	11.11	11.11	11.11
19	RESIDENTIAL	11.11	11.11	11.11
20	RESIDENTIAL	11.11	11.11	11.11

DATE OF SURVEY  
2017 JAN 10

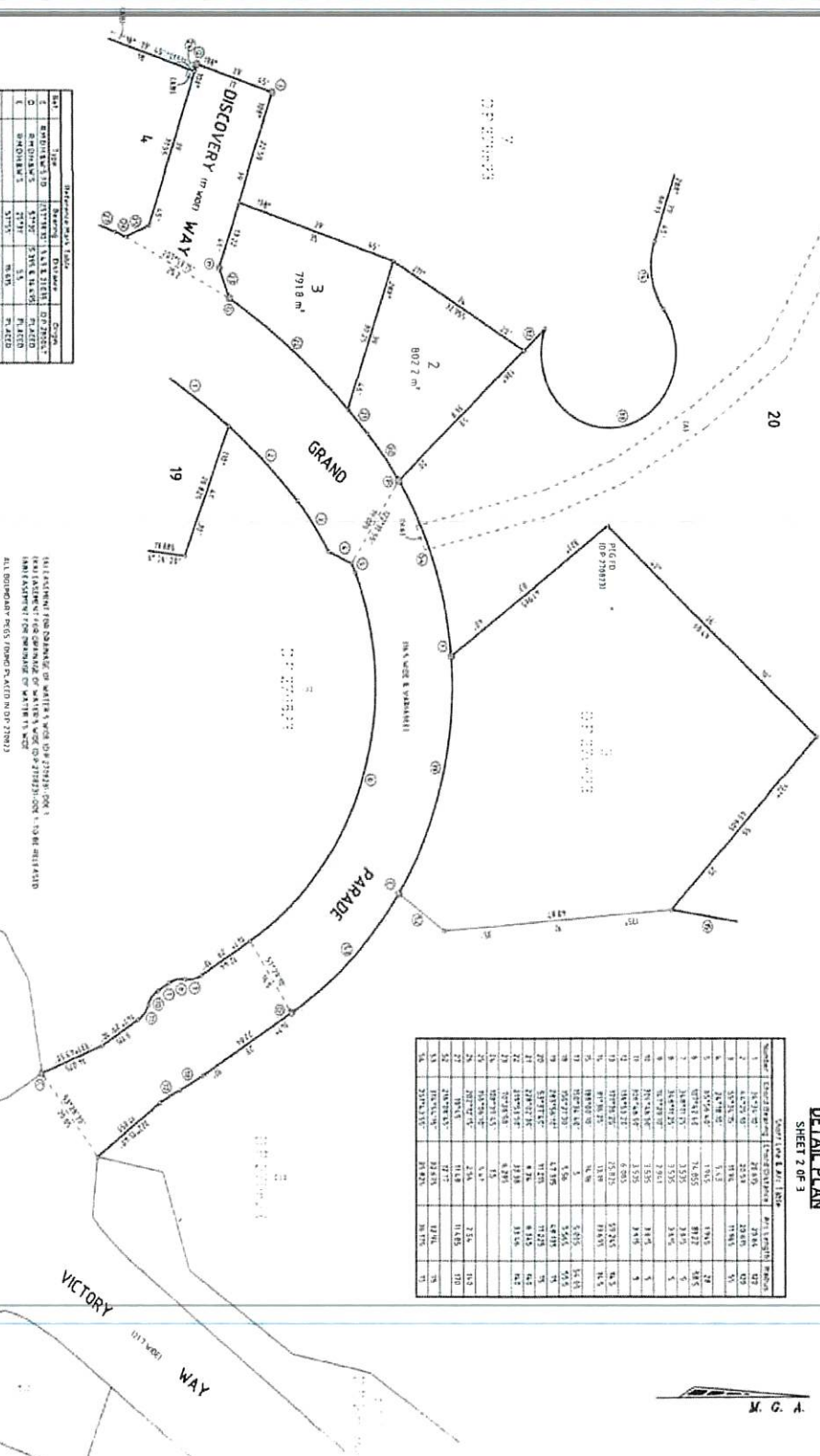
SURVEYOR'S SIGNATURE

PLAN OF SUBDIVISION LOT 5 IN DP 270823 & EASEMENT  
 WITHIN LOT 7 IN DP 270823

LOCALITY  
HATLAND  
RUTHERFORD  
082357

DATE  
24.11.2016

DP280071



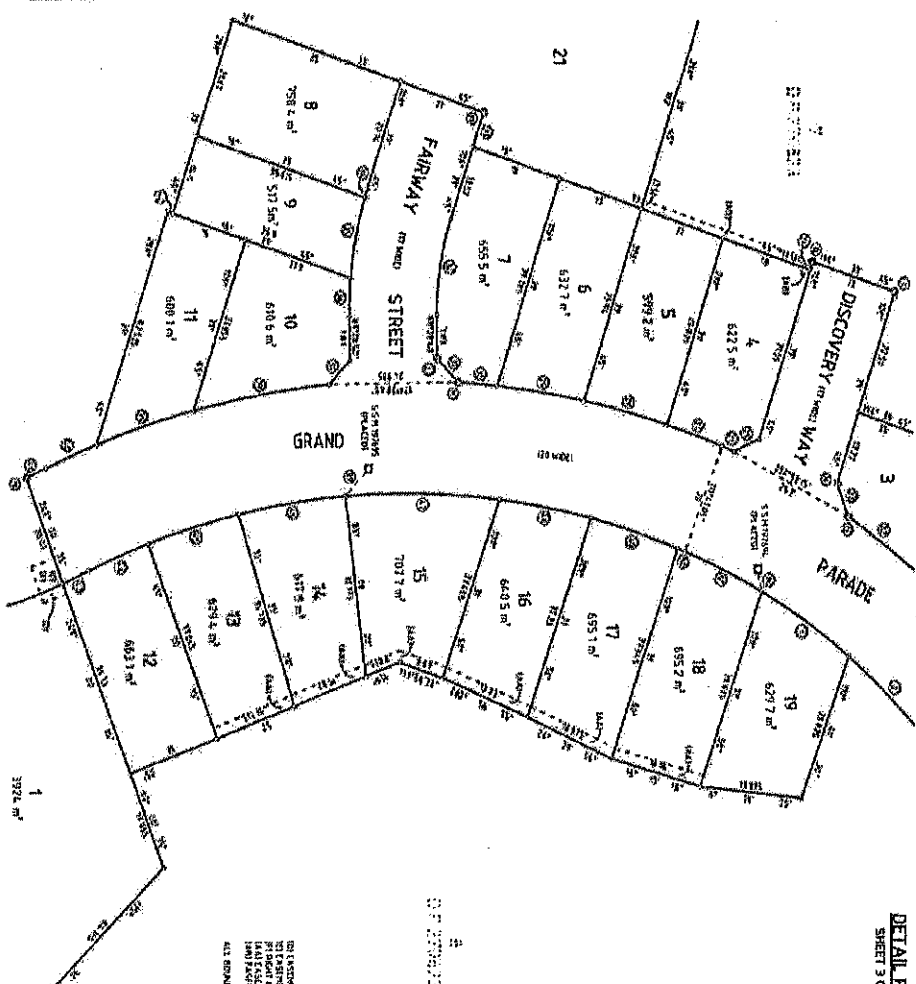
Lot	Area	Owner	Other
1	11.11	11.11	11.11
2	11.11	11.11	11.11
3	7918	11.11	11.11
4	11.11	11.11	11.11
5	11.11	11.11	11.11
6	11.11	11.11	11.11
7	11.11	11.11	11.11
8	11.11	11.11	11.11
9	11.11	11.11	11.11
10	11.11	11.11	11.11
11	11.11	11.11	11.11
12	11.11	11.11	11.11
13	11.11	11.11	11.11
14	11.11	11.11	11.11
15	11.11	11.11	11.11
16	11.11	11.11	11.11
17	11.11	11.11	11.11
18	11.11	11.11	11.11
19	11.11	11.11	11.11
20	11.11	11.11	11.11



[illegible]

Case	Preoperative data			
	Age	Sex	Working	Occupation
1	41	M	SEMI	DRIVER
2	41	M	SEMI	DRIVER
3	41	M	SEMI	DRIVER
4	40	F	SEMI	DRIVER
5	40	F	SEMI	DRIVER
6	40	F	SEMI	DRIVER
7	40	F	SEMI	DRIVER
8	40	F	SEMI	DRIVER
9	40	F	SEMI	DRIVER
10	40	F	SEMI	DRIVER
11	40	F	SEMI	DRIVER
12	40	F	SEMI	DRIVER
13	40	F	SEMI	DRIVER
14	40	F	SEMI	DRIVER
15	40	F	SEMI	DRIVER
16	40	F	SEMI	DRIVER
17	40	F	SEMI	DRIVER
18	40	F	SEMI	DRIVER
19	40	F	SEMI	DRIVER
20	40	F	SEMI	DRIVER
21	40	F	SEMI	DRIVER
22	40	F	SEMI	DRIVER
23	40	F	SEMI	DRIVER
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31	40	F	SEMI	DRIVER
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33	40	F	SEMI	DRIVER
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71	40	F	SEMI	DRIVER
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73	40	F	SEMI	DRIVER
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75	40	F	SEMI	DRIVER
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78	40	F	SEMI	DRIVER
79	40	F	SEMI	DRIVER
80	40	F	SEMI	DRIVER
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82	40	F	SEMI	DRIVER
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85	40	F	SEMI	DRIVER
86	40	F	SEMI	DRIVER
87	40	F	SEMI	DRIVER
88	40	F	SEMI	DRIVER
89	40	F	SEMI	DRIVER
90	40	F	SEMI	DRIVER

S. S. # 229612 FORD	
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03/04/2004	100.00
03/11/2004	100.00
03/18/2004	100.00
03/25/2004	100.00
04/01/2004	100.00
04/08/2004	100.00
04/15/2004	100.00
04/22/2004	100.00
04/29/2004	100.00
05/06/2004	100.00
05/13/2004	100.00
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05/27/2004	100.00
06/03/2004	100.00
06/10/2004	100.00
06/17/2004	100.00
06/24/2004	100.00
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07/08/2004	100.00
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05/12/2005	100.00
05/19/2005	100.00
05/26/2005	100.00
06/02/2005	100.00
06/09/2005	100.00
06/16/2005	100.00
06/23/2005	100.00
06/30/2005	100.00
07/07/2005	100.00
07/14/2005	100.00
07/21/2005	100.00
07/28/2005	100.00
08/04/2005	100.00
08/11/2005	100.00
08/18/2005	100.00
08/25/2005	100.00
09/01/2005	100.00
09/08/2005	100.00
09/15/2005	100.00
09/22/2005	100.00
09/29/2005	100.00
10/06/2005	100.00
10/13/2005	100.00
10/20/2005	100.00
10/27/2005	100.00
11/03/2005	100.00
11/10/2005	100.00
11/17/2005	100.00
11/24/2005	100.00
12/01/2005	100.00
12/08/2005	100.00
12/15/2005	100.00
12/22/2005	100.00
12/29/2005	100.00
01/05/2006	100.00
01/12/2006	100.00
01/19/2006	100.00
01/26/2006	100.00
02/02/2006	100.00
02/09/2006	100.00
02/16/2006	100.00
02/23/2006	100.00
02/28/2006	100.00
03/06/2006	100.00
03/13/2006	100.00
03/20/2006	100.00
03/27/2006	100.00
04/03/2006	100.00
04/10/2006	100.00
04/17/2006	100.00
04/24/2006	100.00
05/01/2006	100.00
05/08/2006	100.



**DETAIL PLAN**  
**SHEET 3 OF 3**

PLAID FORM 2 (2007) DP-000017

WARNING: CARRYING OR POSSESSING WILL LEAD TO REJECTION

αPheo SHEET 4 OF 5 SHEETS

PLAN OF SUBDIVISION LOT 5 IN D.P. 270823 & EASEMENT  
WITHIN LOT 7 IN D.P. 270823

1641  
Locality  
Substation No.  
Elevation  
Remarks

Completed  
24.11.2016

DP280074

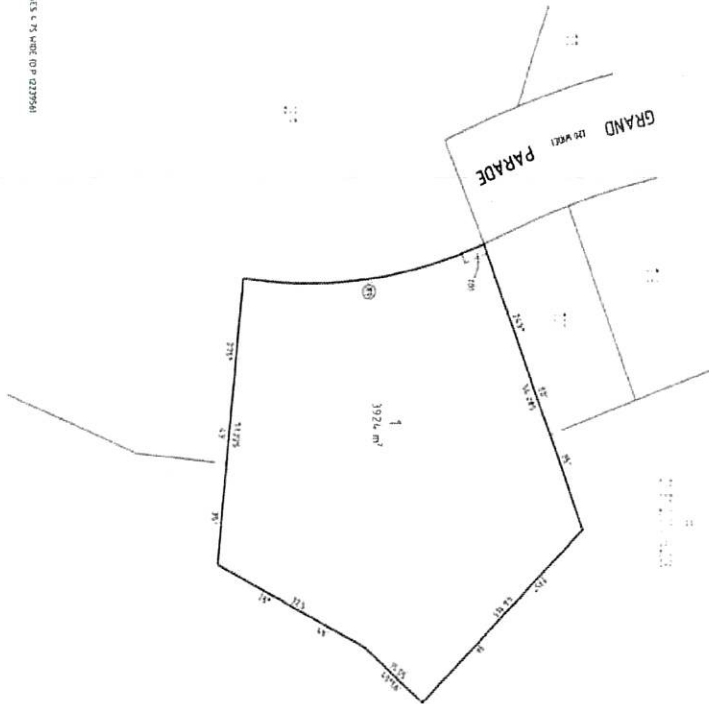
PLAN FORM 2 (A2)

P270001.1

WARNING: CREAKING OR ROLLING WILL LEAD TO DEFECTION

SHEET 9 OF 5 SHEETS

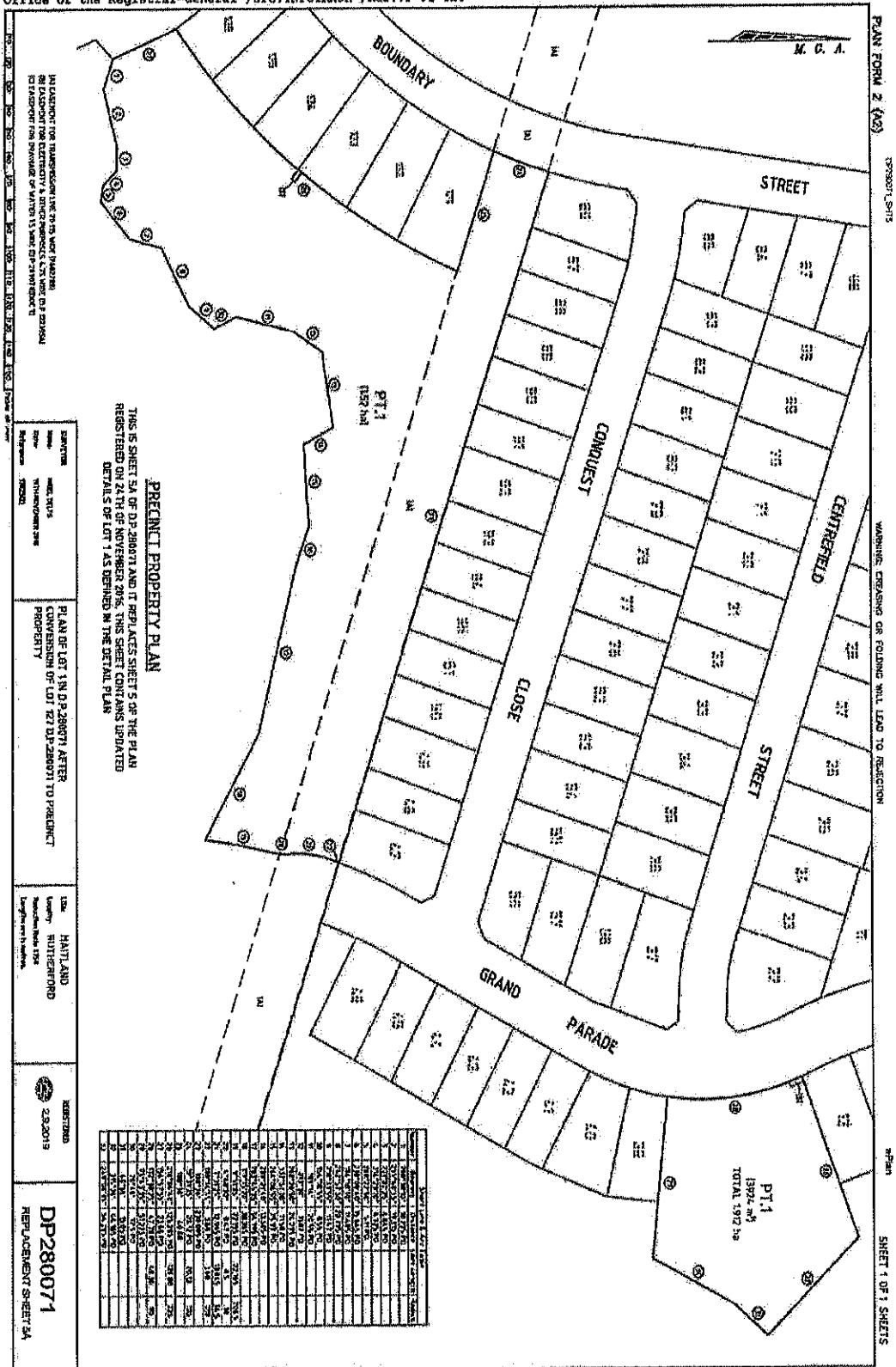
**PRECINCT PROPERTY PLAN**  
 SHEET 1 OF 1



001 & 002041 FOR ALL PRECINCT & OTHER PROPOSALS & 15 MGR (D.P. 027956)

Sub-Lot & Lot Data			
Sub-Lot	Sub-Lot Area (m²)	Sub-Lot Perimeter (m)	Sub-Lot Shape
1	3924	11775	Irregular

Sub-Lot Date of Survey Surveyor's Name NAB	NEEL DING 2017 MAY 28 NAB	PLAN OF SUBDIVISION LOT 5 IN D.P. 270823 & EASEMENT WITHIN LOT 7 IN D.P. 270823	LAL RUTHERFORD 082357 Subdivision Lengths are in metres. Indication refers to MGR	Registered 24.11.2016	DP280071
---	---------------------------------	--	---	--------------------------	----------

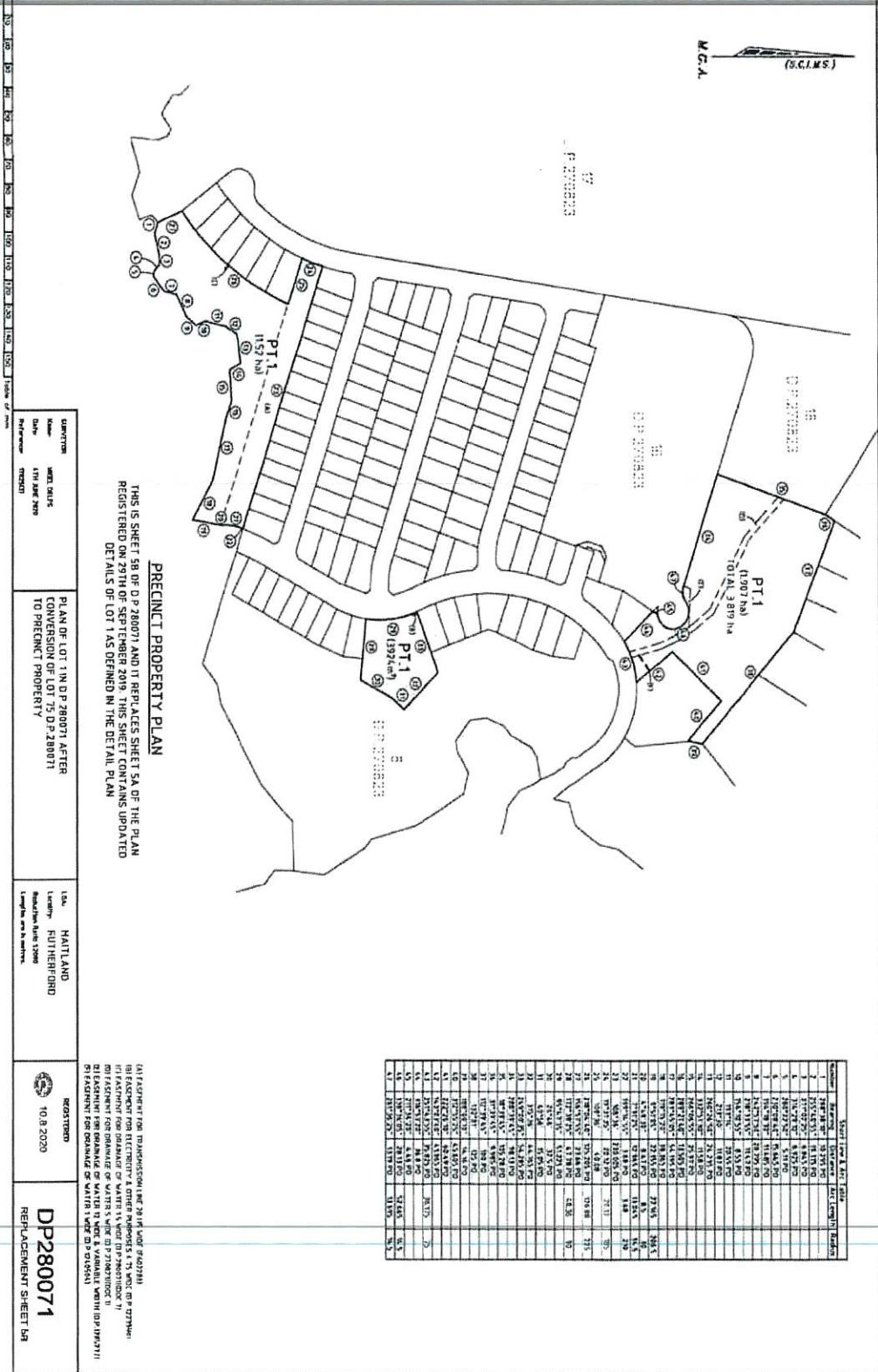




PLAN FORM 2 (A2)

WARNING: CRASHING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 OF 1 SHEETS



**PRECINCT PROPERTY PLAN**

THIS IS SHEET 58 OF DP 280071 AND IT REPLACES SHEET 5A OF THE PLAN REGISTERED ON 29TH OF SEPTEMBER 2019. THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AS OPENED IN THE DETAIL PLAN.

OWNER	NAME	DATE	REFERENCE
WILL MILES	WILL MILES	17th APR 2020	(100000)
PLAN OF LOT 1 IN DP 280071 AFTER CONVERSION OF LOT 75 DP 280071 TO PRECINCT PROPERTY	PLAN OF LOT 1 IN DP 280071 AFTER CONVERSION OF LOT 75 DP 280071 TO PRECINCT PROPERTY		
LOCALITY	LOCALITY	LOCALITY	LOCALITY
MATTILAND	MATTILAND	MATTILAND	MATTILAND
REPLACEMENT SHEET 5A	REPLACEMENT SHEET 5A	REPLACEMENT SHEET 5A	REPLACEMENT SHEET 5A
DP280071	DP280071	DP280071	DP280071

Lot	Area (ha)	Area (sq m)	Area (sq ft)	Area (sq yd)	Area (sq mi)
1	152.00	152,000.00	152,000.00	152,000.00	152,000.00
2	152.00	152,000.00	152,000.00	152,000.00	152,000.00
3	152.00	152,000.00	152,000.00	152,000.00	152,000.00
4	152.00	152,000.00	152,000.00	152,000.00	152,000.00
5	152.00	152,000.00	152,000.00	152,000.00	152,000.00
6	152.00	152,000.00	152,000.00	152,000.00	152,000.00
7	152.00	152,000.00	152,000.00	152,000.00	152,000.00
8	152.00	152,000.00	152,000.00	152,000.00	152,000.00
9	152.00	152,000.00	152,000.00	152,000.00	152,000.00
10	152.00	152,000.00	152,000.00	152,000.00	152,000.00
11	152.00	152,000.00	152,000.00	152,000.00	152,000.00
12	152.00	152,000.00	152,000.00	152,000.00	152,000.00
13	152.00	152,000.00	152,000.00	152,000.00	152,000.00
14	152.00	152,000.00	152,000.00	152,000.00	152,000.00
15	152.00	152,000.00	152,000.00	152,000.00	152,000.00
16	152.00	152,000.00	152,000.00	152,000.00	152,000.00
17	152.00	152,000.00	152,000.00	152,000.00	152,000.00
18	152.00	152,000.00	152,000.00	152,000.00	152,000.00
19	152.00	152,000.00	152,000.00	152,000.00	152,000.00
20	152.00	152,000.00	152,000.00	152,000.00	152,000.00
21	152.00	152,000.00	152,000.00	152,000.00	152,000.00
22	152.00	152,000.00	152,000.00	152,000.00	152,000.00
23	152.00	152,000.00	152,000.00	152,000.00	152,000.00
24	152.00	152,000.00	152,000.00	152,000.00	152,000.00
25	152.00	152,000.00	152,000.00	152,000.00	152,000.00
26	152.00	152,000.00	152,000.00	152,000.00	152,000.00
27	152.00	152,000.00	152,000.00	152,000.00	152,000.00
28	152.00	152,000.00	152,000.00	152,000.00	152,000.00
29	152.00	152,000.00	152,000.00	152,000.00	152,000.00
30	152.00	152,000.00	152,000.00	152,000.00	152,000.00

(1) LOT 1 IS A PRECINCT PROPERTY LOT 1 IN DP 280071  
 (2) LOT 2 IS A PRECINCT PROPERTY LOT 2 IN DP 280071  
 (3) LOT 3 IS A PRECINCT PROPERTY LOT 3 IN DP 280071  
 (4) LOT 4 IS A PRECINCT PROPERTY LOT 4 IN DP 280071  
 (5) LOT 5 IS A PRECINCT PROPERTY LOT 5 IN DP 280071  
 (6) LOT 6 IS A PRECINCT PROPERTY LOT 6 IN DP 280071  
 (7) LOT 7 IS A PRECINCT PROPERTY LOT 7 IN DP 280071  
 (8) LOT 8 IS A PRECINCT PROPERTY LOT 8 IN DP 280071  
 (9) LOT 9 IS A PRECINCT PROPERTY LOT 9 IN DP 280071  
 (10) LOT 10 IS A PRECINCT PROPERTY LOT 10 IN DP 280071  
 (11) LOT 11 IS A PRECINCT PROPERTY LOT 11 IN DP 280071  
 (12) LOT 12 IS A PRECINCT PROPERTY LOT 12 IN DP 280071  
 (13) LOT 13 IS A PRECINCT PROPERTY LOT 13 IN DP 280071  
 (14) LOT 14 IS A PRECINCT PROPERTY LOT 14 IN DP 280071  
 (15) LOT 15 IS A PRECINCT PROPERTY LOT 15 IN DP 280071  
 (16) LOT 16 IS A PRECINCT PROPERTY LOT 16 IN DP 280071  
 (17) LOT 17 IS A PRECINCT PROPERTY LOT 17 IN DP 280071  
 (18) LOT 18 IS A PRECINCT PROPERTY LOT 18 IN DP 280071  
 (19) LOT 19 IS A PRECINCT PROPERTY LOT 19 IN DP 280071  
 (20) LOT 20 IS A PRECINCT PROPERTY LOT 20 IN DP 280071  
 (21) LOT 21 IS A PRECINCT PROPERTY LOT 21 IN DP 280071  
 (22) LOT 22 IS A PRECINCT PROPERTY LOT 22 IN DP 280071  
 (23) LOT 23 IS A PRECINCT PROPERTY LOT 23 IN DP 280071  
 (24) LOT 24 IS A PRECINCT PROPERTY LOT 24 IN DP 280071  
 (25) LOT 25 IS A PRECINCT PROPERTY LOT 25 IN DP 280071  
 (26) LOT 26 IS A PRECINCT PROPERTY LOT 26 IN DP 280071  
 (27) LOT 27 IS A PRECINCT PROPERTY LOT 27 IN DP 280071  
 (28) LOT 28 IS A PRECINCT PROPERTY LOT 28 IN DP 280071  
 (29) LOT 29 IS A PRECINCT PROPERTY LOT 29 IN DP 280071  
 (30) LOT 30 IS A PRECINCT PROPERTY LOT 30 IN DP 280071



PLAN FORM 2 (A2) DP0280071.23

WARNING: CREATING OR FOLLOWING WILL LEAD TO REJECTION

Sheet 2 of 23 Sheets

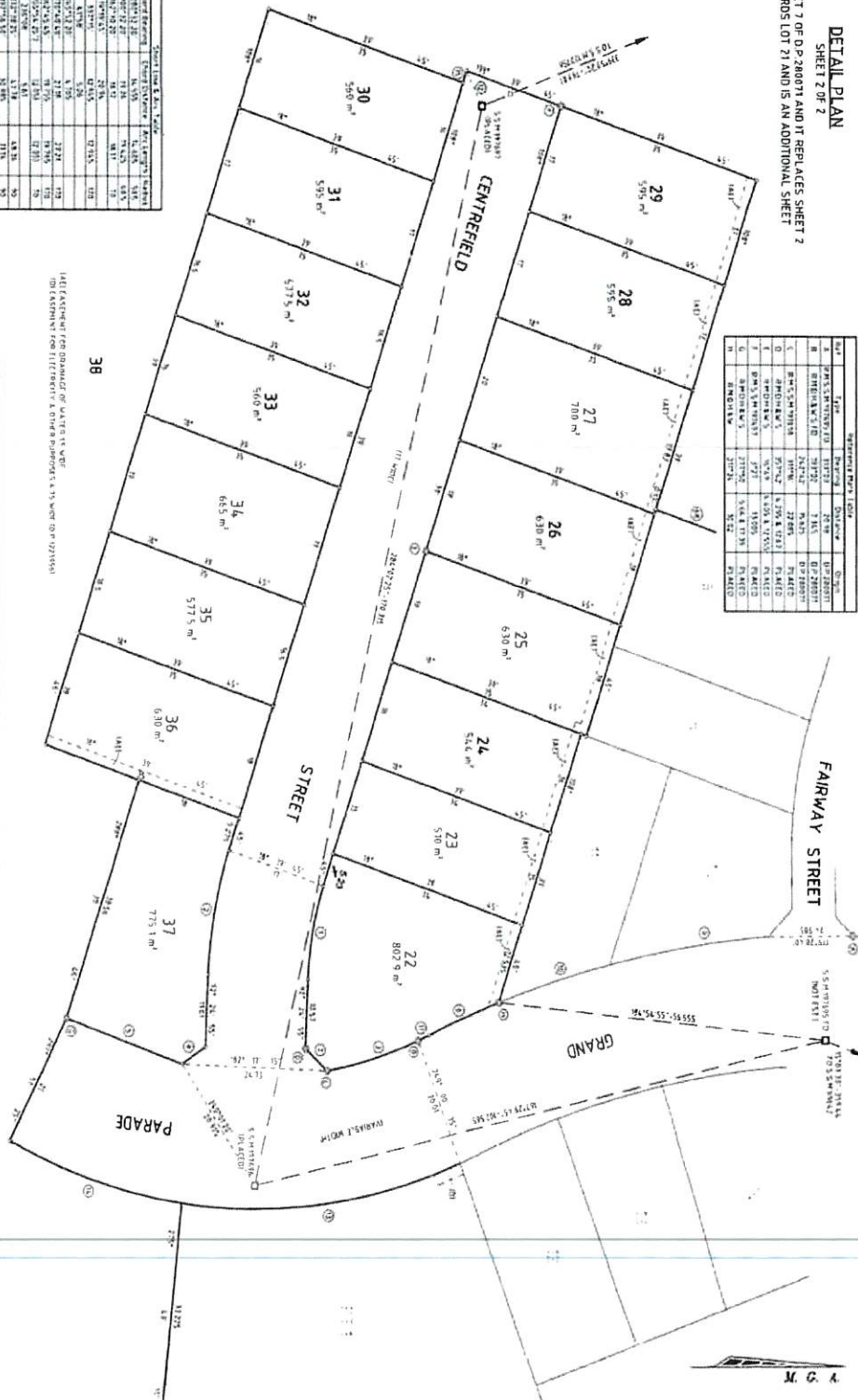
# DETAIL PLAN SHEET 2 OF 2

THIS IS SHEET 7 OF DP 280071 AND IT REPLACES SHEET 7  
 AS REGARDS LOT 21 AND IS AN ADDITIONAL SHEET

Lot	Area	Proposed Plan	Area
1	10.5	10.5	10.5
2	10.5	10.5	10.5
3	10.5	10.5	10.5
4	10.5	10.5	10.5
5	10.5	10.5	10.5
6	10.5	10.5	10.5
7	10.5	10.5	10.5
8	10.5	10.5	10.5
9	10.5	10.5	10.5
10	10.5	10.5	10.5
11	10.5	10.5	10.5
12	10.5	10.5	10.5
13	10.5	10.5	10.5
14	10.5	10.5	10.5
15	10.5	10.5	10.5
16	10.5	10.5	10.5
17	10.5	10.5	10.5
18	10.5	10.5	10.5
19	10.5	10.5	10.5
20	10.5	10.5	10.5
21	10.5	10.5	10.5
22	10.5	10.5	10.5
23	10.5	10.5	10.5
24	10.5	10.5	10.5
25	10.5	10.5	10.5
26	10.5	10.5	10.5
27	10.5	10.5	10.5
28	10.5	10.5	10.5
29	10.5	10.5	10.5
30	10.5	10.5	10.5
31	10.5	10.5	10.5
32	10.5	10.5	10.5
33	10.5	10.5	10.5
34	10.5	10.5	10.5
35	10.5	10.5	10.5
36	10.5	10.5	10.5
37	10.5	10.5	10.5
38	10.5	10.5	10.5

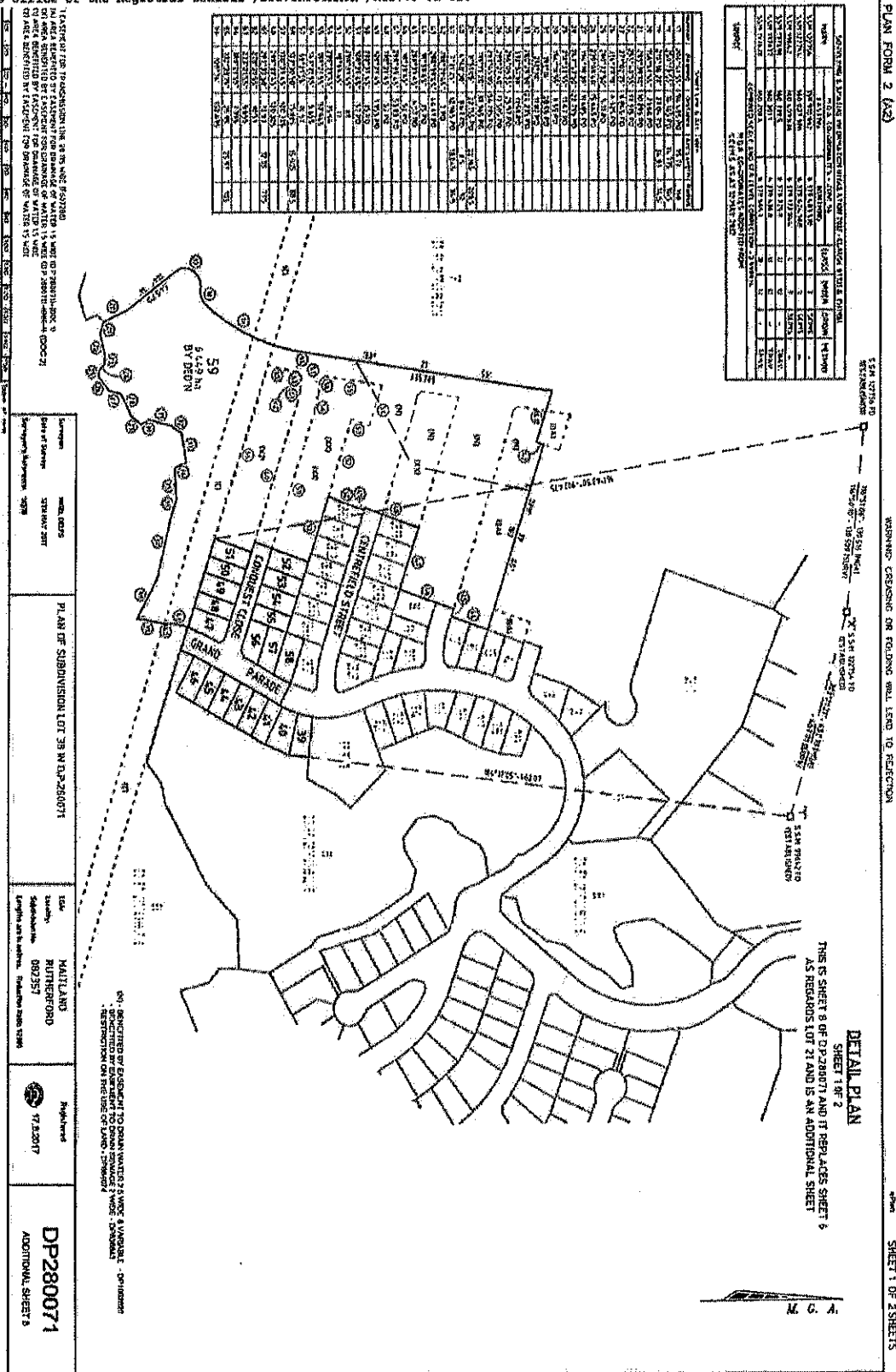
Lot	Area	Proposed Plan	Area
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2	10.5	10.5	10.5
3	10.5	10.5	10.5
4	10.5	10.5	10.5
5	10.5	10.5	10.5
6	10.5	10.5	10.5
7	10.5	10.5	10.5
8	10.5	10.5	10.5
9	10.5	10.5	10.5
10	10.5	10.5	10.5
11	10.5	10.5	10.5
12	10.5	10.5	10.5
13	10.5	10.5	10.5
14	10.5	10.5	10.5
15	10.5	10.5	10.5
16	10.5	10.5	10.5
17	10.5	10.5	10.5
18	10.5	10.5	10.5
19	10.5	10.5	10.5
20	10.5	10.5	10.5
21	10.5	10.5	10.5
22	10.5	10.5	10.5
23	10.5	10.5	10.5
24	10.5	10.5	10.5
25	10.5	10.5	10.5
26	10.5	10.5	10.5
27	10.5	10.5	10.5
28	10.5	10.5	10.5
29	10.5	10.5	10.5
30	10.5	10.5	10.5
31	10.5	10.5	10.5
32	10.5	10.5	10.5
33	10.5	10.5	10.5
34	10.5	10.5	10.5
35	10.5	10.5	10.5
36	10.5	10.5	10.5
37	10.5	10.5	10.5
38	10.5	10.5	10.5

1:100 (AS PER PLAN FOR LOT 21 IN DP 280071)



Description Date of Survey Surveyor's Reference	METRES 25th MAY 2017 100	PLAN OF SUBDIVISION LOT 21 IN DP 280071	USA MATLAND BUTTERFORD 002357 23.1.2017	DP280071 ADDITIONAL SHEET 7
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[illegible]

PLAN FORM 2 (A2)

WARNING: CREATING OR FOLLOWING WILL LEAD TO REJECTION

SHEET 2 OF 2 SHEETS

Subdivision Part 1 Data			
Lot	Type	Area (m <sup>2</sup> )	Comp
1	RESIDENTIAL	1174.2	GR 280071
2	RESIDENTIAL	1174.2	GR 280071
3	RESIDENTIAL	1174.2	GR 280071
4	RESIDENTIAL	1174.2	GR 280071
5	RESIDENTIAL	1174.2	GR 280071
6	RESIDENTIAL	1174.2	GR 280071
7	RESIDENTIAL	1174.2	GR 280071
8	RESIDENTIAL	1174.2	GR 280071
9	RESIDENTIAL	1174.2	GR 280071
10	RESIDENTIAL	1174.2	GR 280071

PLAN OF SUBDIVISION LOT 38 IN DP 280071

PLAN OF SUBDIVISION LOT 38 IN DP 280071

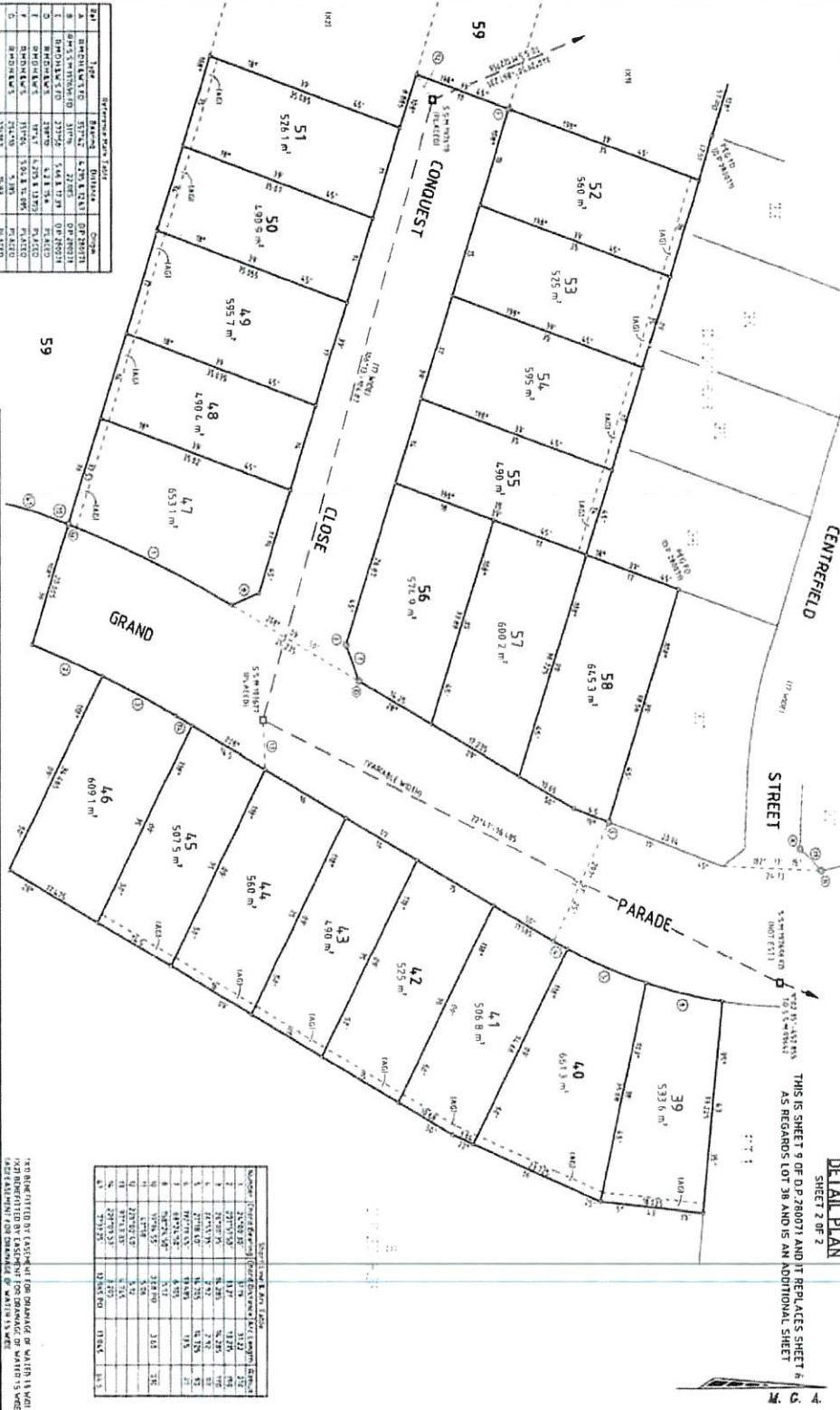
PLAN OF SUBDIVISION LOT 38 IN DP 280071

PLAN OF SUBDIVISION LOT 38 IN DP 280071

PLAN OF SUBDIVISION LOT 38 IN DP 280071

PLAN OF SUBDIVISION LOT 38 IN DP 280071

PLAN OF SUBDIVISION LOT 38 IN DP 280071

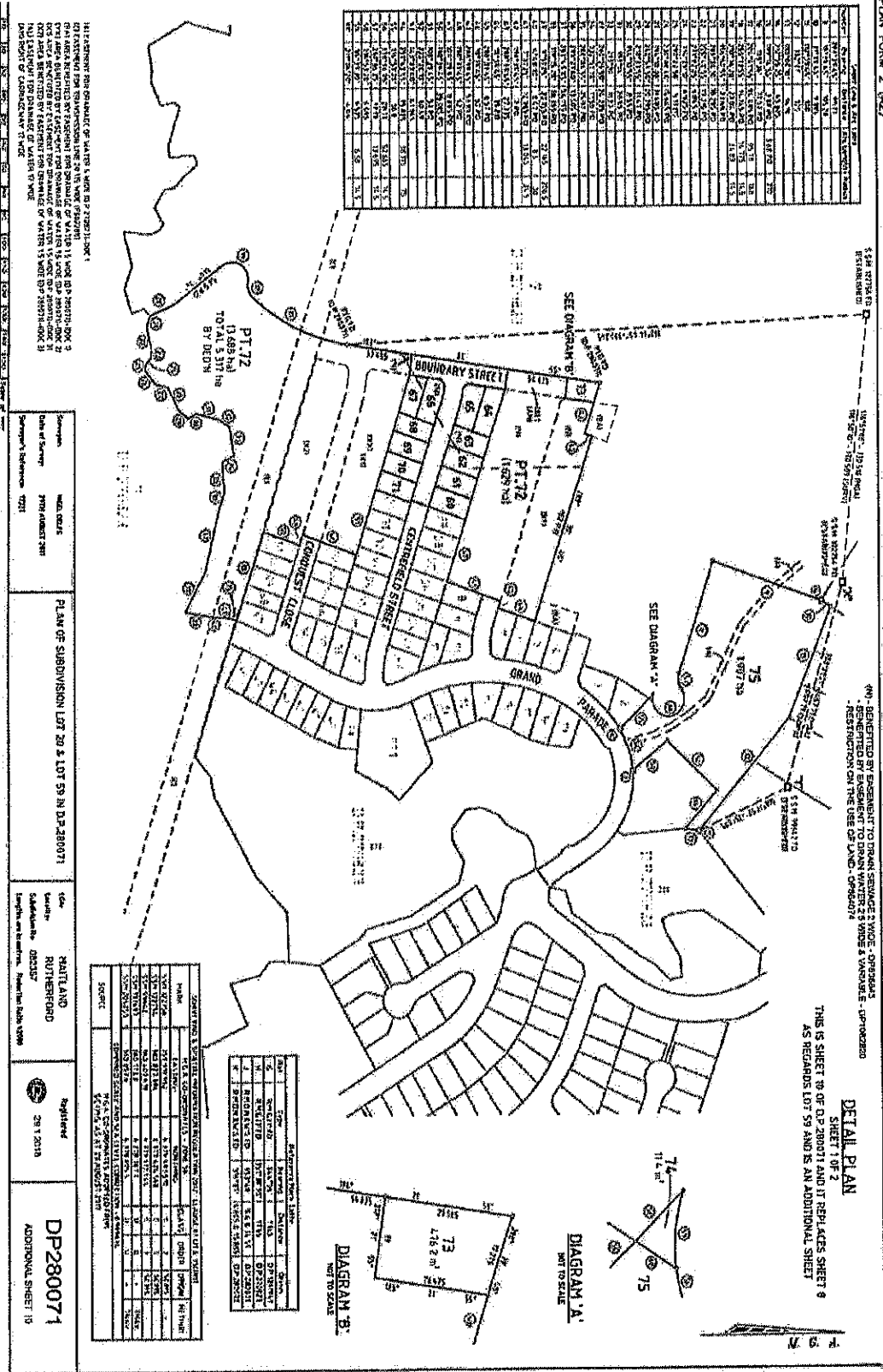


Subdivision Part 2 Data			
Lot	Type	Area (m <sup>2</sup> )	Comp
11	RESIDENTIAL	1174.2	GR 280071
12	RESIDENTIAL	1174.2	GR 280071
13	RESIDENTIAL	1174.2	GR 280071
14	RESIDENTIAL	1174.2	GR 280071
15	RESIDENTIAL	1174.2	GR 280071
16	RESIDENTIAL	1174.2	GR 280071
17	RESIDENTIAL	1174.2	GR 280071
18	RESIDENTIAL	1174.2	GR 280071
19	RESIDENTIAL	1174.2	GR 280071
20	RESIDENTIAL	1174.2	GR 280071

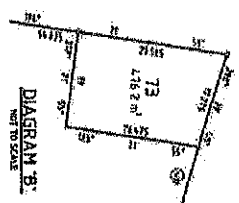
PLAN FORM 2 (A2)

WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION

4thm SHEET 1 OF 2 SHEETS



Lot	Area (m²)	Area (acres)	Area (hectares)
1	100.00	0.0024	0.0024
2	100.00	0.0024	0.0024
3	100.00	0.0024	0.0024
4	100.00	0.0024	0.0024
5	100.00	0.0024	0.0024
6	100.00	0.0024	0.0024
7	100.00	0.0024	0.0024
8	100.00	0.0024	0.0024
9	100.00	0.0024	0.0024
10	100.00	0.0024	0.0024
11	100.00	0.0024	0.0024
12	100.00	0.0024	0.0024
13	100.00	0.0024	0.0024
14	100.00	0.0024	0.0024
15	100.00	0.0024	0.0024
16	100.00	0.0024	0.0024
17	100.00	0.0024	0.0024
18	100.00	0.0024	0.0024
19	100.00	0.0024	0.0024
20	100.00	0.0024	0.0024
21	100.00	0.0024	0.0024
22	100.00	0.0024	0.0024
23	100.00	0.0024	0.0024
24	100.00	0.0024	0.0024
25	100.00	0.0024	0.0024
26	100.00	0.0024	0.0024
27	100.00	0.0024	0.0024
28	100.00	0.0024	0.0024
29	100.00	0.0024	0.0024
30	100.00	0.0024	0.0024
31	100.00	0.0024	0.0024
32	100.00	0.0024	0.0024
33	100.00	0.0024	0.0024
34	100.00	0.0024	0.0024
35	100.00	0.0024	0.0024
36	100.00	0.0024	0.0024
37	100.00	0.0024	0.0024
38	100.00	0.0024	0.0024
39	100.00	0.0024	0.0024
40	100.00	0.0024	0.0024
41	100.00	0.0024	0.0024
42	100.00	0.0024	0.0024
43	100.00	0.0024	0.0024
44	100.00	0.0024	0.0024
45	100.00	0.0024	0.0024
46	100.00	0.0024	0.0024
47	100.00	0.0024	0.0024
48	100.00	0.0024	0.0024
49	100.00	0.0024	0.0024
50	100.00	0.0024	0.0024
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53	100.00	0.0024	0.0024
54	100.00	0.0024	0.0024
55	100.00	0.0024	0.0024
56	100.00	0.0024	0.0024
57	100.00	0.0024	0.0024
58	100.00	0.0024	0.0024
59	100.00	0.0024	0.0024
60	100.00	0.0024	0.0024
61	100.00	0.0024	0.0024
62	100.00	0.0024	0.0024
63	100.00	0.0024	0.0024
64	100.00	0.0024	0.0024
65	100.00	0.0024	0.0024
66	100.00	0.0024	0.0024
67	100.00	0.0024	0.0024
68	100.00	0.0024	0.0024
69	100.00	0.0024	0.0024
70	100.00	0.0024	0.0024
71	100.00	0.0024	0.0024
72	100.00	0.0024	0.0024
73	100.00	0.0024	0.0024
74	100.00	0.0024	0.0024
75	100.00	0.0024	0.0024
76	100.00	0.0024	0.0024
77	100.00	0.0024	0.0024
78	100.00	0.0024	0.0024
79	100.00	0.0024	0.0024
80	100.00	0.0024	0.0024
81	100.00	0.0024	0.0024
82	100.00	0.0024	0.0024
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94	100.00	0.0024	0.0024
95	100.00	0.0024	0.0024
96	100.00	0.0024	0.0024
97	100.00	0.0024	0.0024
98	100.00	0.0024	0.0024
99	100.00	0.0024	0.0024
100	100.00	0.0024	0.0024



Lot	Area (m²)	Area (acres)	Area (hectares)
1	100.00	0.0024	0.0024
2	100.00	0.0024	0.0024
3	100.00	0.0024	0.0024
4	100.00	0.0024	0.0024
5	100.00	0.0024	0.0024
6	100.00	0.0024	0.0024
7	100.00	0.0024	0.0024
8	100.00	0.0024	0.0024
9	100.00	0.0024	0.0024
10	100.00	0.0024	0.0024
11	100.00	0.0024	0.0024
12	100.00	0.0024	0.0024
13	100.00	0.0024	0.0024
14	100.00	0.0024	0.0024
15	100.00	0.0024	0.0024
16	100.00	0.0024	0.0024
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18	100.00	0.0024	0.0024
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29	100.00	0.0024	0.0024
30	100.00	0.0024	0.0024
31	100.00	0.0024	0.0024
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36	100.00	0.0024	0.0024
37	100.00	0.0024	0.0024
38	100.00	0.0024	0.0024
39	100.00	0.0024	0.0024
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42	100.00	0.0024	0.0024
43	100.00	0.0024	0.0024
44	100.00	0.0024	0.0024
45	100.00	0.0024	0.0024
46	100.00	0.0024	0.0024
47	100.00	0.0024	0.0024
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49	100.00	0.0024	0.0024
50	100.00	0.0024	0.0024
51	100.00	0.0024	0.0024
52	100.00	0.0024	0.0024
53	100.00	0.0024	0.0024
54	100.00	0.0024	0.0024
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61	100.00	0.0024	0.0024
62	100.00	0.0024	0.0024
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64	100.00	0.0024	0.0024
65	100.00	0.0024	0.0024
66	100.00	0.0024	0.0024
67	100.00	0.0024	0.0024
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69	100.00	0.0024	0.0024
70	100.00	0.0024	0.0024
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72	100.00	0.0024	0.0024
73	100.00	0.0024	0.0024
74	100.00	0.0024	0.0024
75	100.00	0.0024	0.0024
76	100.00	0.0024	0.0024
77	100.00	0.0024	0.0024
78	100.00	0.0024	0.0024
79	100.00	0.0024	0.0024
80	100.00	0.0024	0.0024
81	100.00	0.0024	0.0024
82	100.00	0.0024	0.0024
83	100.00	0.0024	0.0024
84	100.00	0.0024	0.0024
85	100.00	0.0024	0.0024
86	100.00	0.0024	0.0024
87	100.00	0.0024	0.0024
88	100.00	0.0024	0.0024
89	100.00	0.0024	0.0024
90	100.00	0.0024	0.0024
91	100.00	0.0024	0.0024
92	100.00	0.0024	0.0024
93	100.00	0.0024	0.0024
94	100.00	0.0024	0.0024
95	100.00	0.0024	0.0024
96	100.00	0.0024	0.0024
97	100.00	0.0024	0.0024
98	100.00	0.0024	0.0024
99	100.00	0.0024	0.0024
100	100.00	0.0024	0.0024

Description Date of Survey Surveyor's Reference	Map Code 2700 ARREST 2001 2701	Plan of Subdivision Lot 20 & Lot 59 in D.P. 280071	Date 28/12/2019	Registered 28/12/2019	DP280071 ADDITIONAL SHEET 10
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PLAN FORM 2 (A2)

WARNING: CROSSING OR FOLLOWING WILL LEAD TO REJECTION

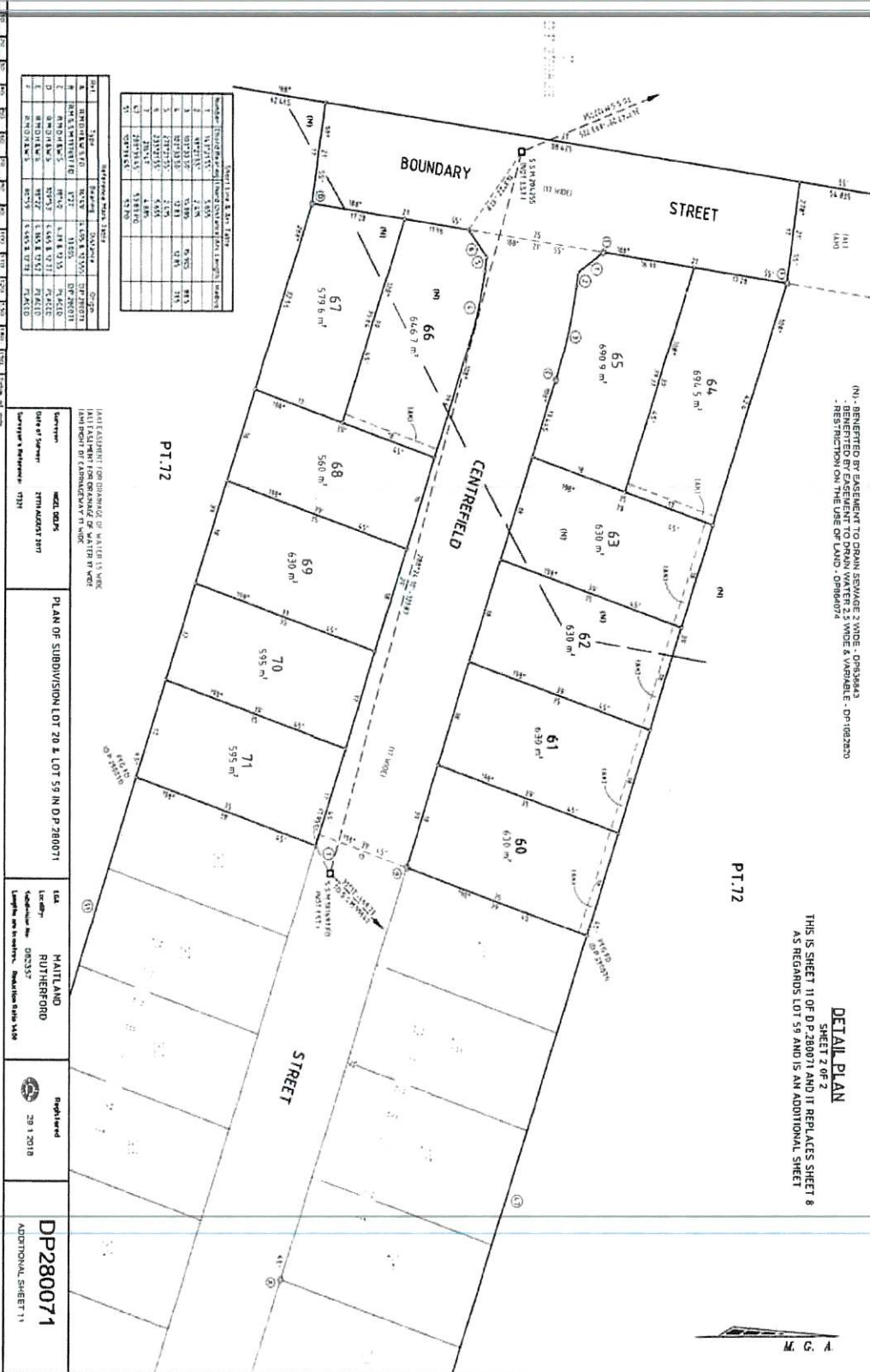
SHEET 2 OF 2 SHEETS

(N) - BENEFIT BY EASEMENT TO DRAIN SEWER 2 WIDE - CONSUMABLE  
 - RESTRICTION ON THE USE OF LAND - DP162820

THIS IS SHEET 11 OF DP 280071 AND IT REPLACES SHEET 8  
 AS REGARDS LOT 59 AND IS AN ADDITIONAL SHEET

DETAIL PLAN  
 SHEET 2 OF 2

M. G. A.



Lot No.	Area (m²)	Area (sq ft)
60	630	6808
61	630	6808
62	630	6808
63	630	6808
64	694.5	7488
65	690.9	7448
66	646.7	7008
67	579.6	6248
68	560	6028
69	630	6808
70	595	6438
71	595	6438

LAST EXISTING FRONT BOUNDARY OF WATER WORK  
 (N) FROM DP 162820 IN WIDE

PLAN OF SUBDIVISION LOT 20 & LOT 59 IN DP 280071

MAITLAND  
 RUTHERFORD

29.1.2018

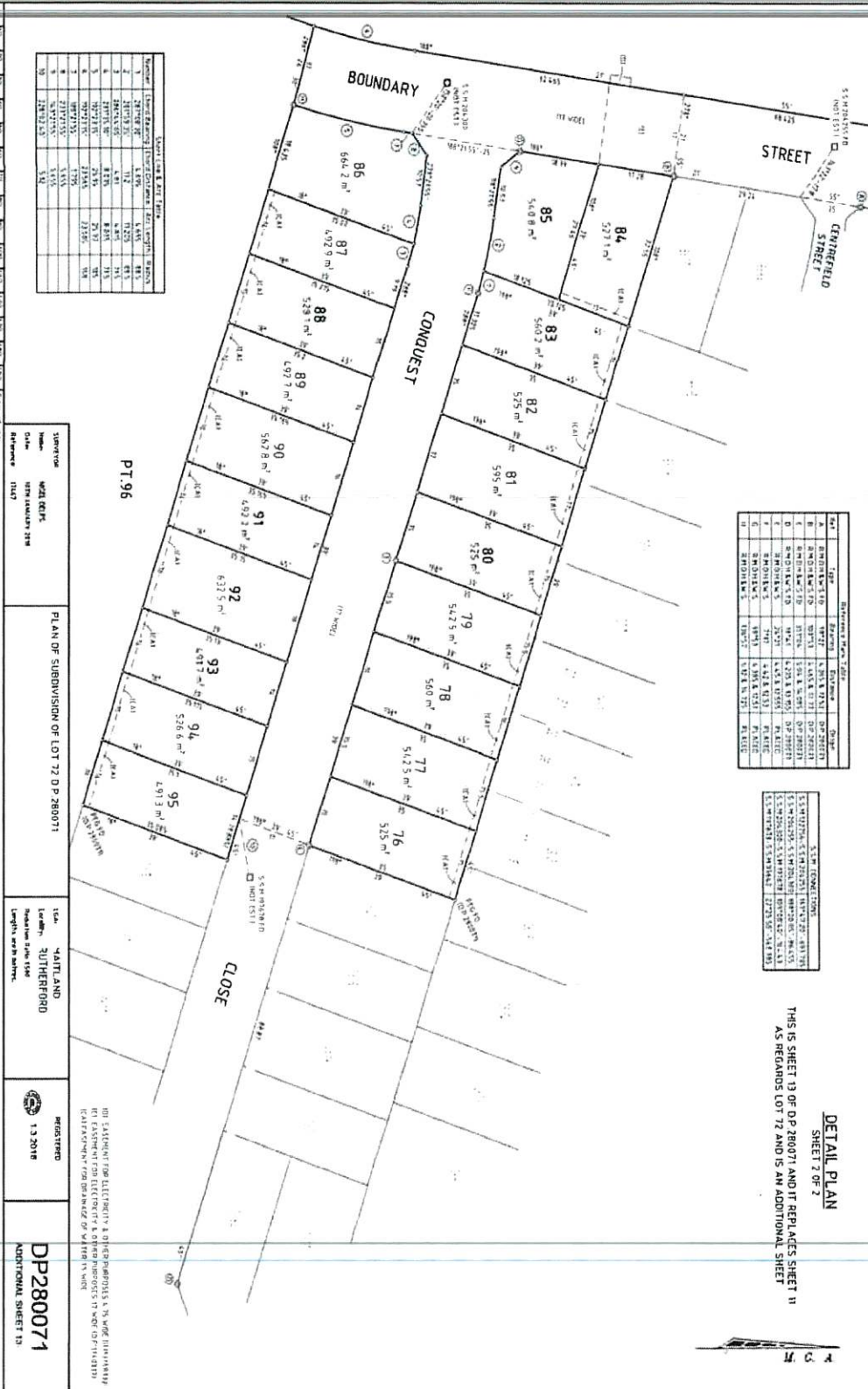
DP280071  
 ADDITIONAL SHEET 11

[illegible]

PLAN FORM 2 (A2)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

SHEET 2 OF 2 SHEETS



Lot	Area (m <sup>2</sup> )	Dimensions (m)
76	527.1	11.2 x 47.0
77	527.1	11.2 x 47.0
78	527.1	11.2 x 47.0
79	527.1	11.2 x 47.0
80	527.1	11.2 x 47.0
81	527.1	11.2 x 47.0
82	527.1	11.2 x 47.0
83	527.1	11.2 x 47.0
84	527.1	11.2 x 47.0
85	527.1	11.2 x 47.0
86	527.1	11.2 x 47.0
87	527.1	11.2 x 47.0
88	527.1	11.2 x 47.0
89	527.1	11.2 x 47.0
90	527.1	11.2 x 47.0
91	527.1	11.2 x 47.0
92	527.1	11.2 x 47.0
93	527.1	11.2 x 47.0
94	527.1	11.2 x 47.0
95	527.1	11.2 x 47.0
96	527.1	11.2 x 47.0
97	527.1	11.2 x 47.0

Lot	Area (m <sup>2</sup> )	Dimensions (m)
76	527.1	11.2 x 47.0
77	527.1	11.2 x 47.0
78	527.1	11.2 x 47.0
79	527.1	11.2 x 47.0
80	527.1	11.2 x 47.0
81	527.1	11.2 x 47.0
82	527.1	11.2 x 47.0
83	527.1	11.2 x 47.0
84	527.1	11.2 x 47.0
85	527.1	11.2 x 47.0
86	527.1	11.2 x 47.0
87	527.1	11.2 x 47.0
88	527.1	11.2 x 47.0
89	527.1	11.2 x 47.0
90	527.1	11.2 x 47.0
91	527.1	11.2 x 47.0
92	527.1	11.2 x 47.0
93	527.1	11.2 x 47.0
94	527.1	11.2 x 47.0
95	527.1	11.2 x 47.0
96	527.1	11.2 x 47.0
97	527.1	11.2 x 47.0

Lot	Area (m <sup>2</sup> )	Dimensions (m)
76	527.1	11.2 x 47.0
77	527.1	11.2 x 47.0
78	527.1	11.2 x 47.0
79	527.1	11.2 x 47.0
80	527.1	11.2 x 47.0
81	527.1	11.2 x 47.0
82	527.1	11.2 x 47.0
83	527.1	11.2 x 47.0
84	527.1	11.2 x 47.0
85	527.1	11.2 x 47.0
86	527.1	11.2 x 47.0
87	527.1	11.2 x 47.0
88	527.1	11.2 x 47.0
89	527.1	11.2 x 47.0
90	527.1	11.2 x 47.0
91	527.1	11.2 x 47.0
92	527.1	11.2 x 47.0
93	527.1	11.2 x 47.0
94	527.1	11.2 x 47.0
95	527.1	11.2 x 47.0
96	527.1	11.2 x 47.0
97	527.1	11.2 x 47.0

THIS IS SHEET 13 OF DP 280071 AND IT REPLACES SHEET 11  
 AS REGARDS LOT 72 AND IS AN ADDITIONAL SHEET

DETAIL PLAN  
 SHEET 2 OF 2

LOT 72  
 AREA 527.1 m<sup>2</sup>  
 DIMENSIONS 11.2 x 47.0

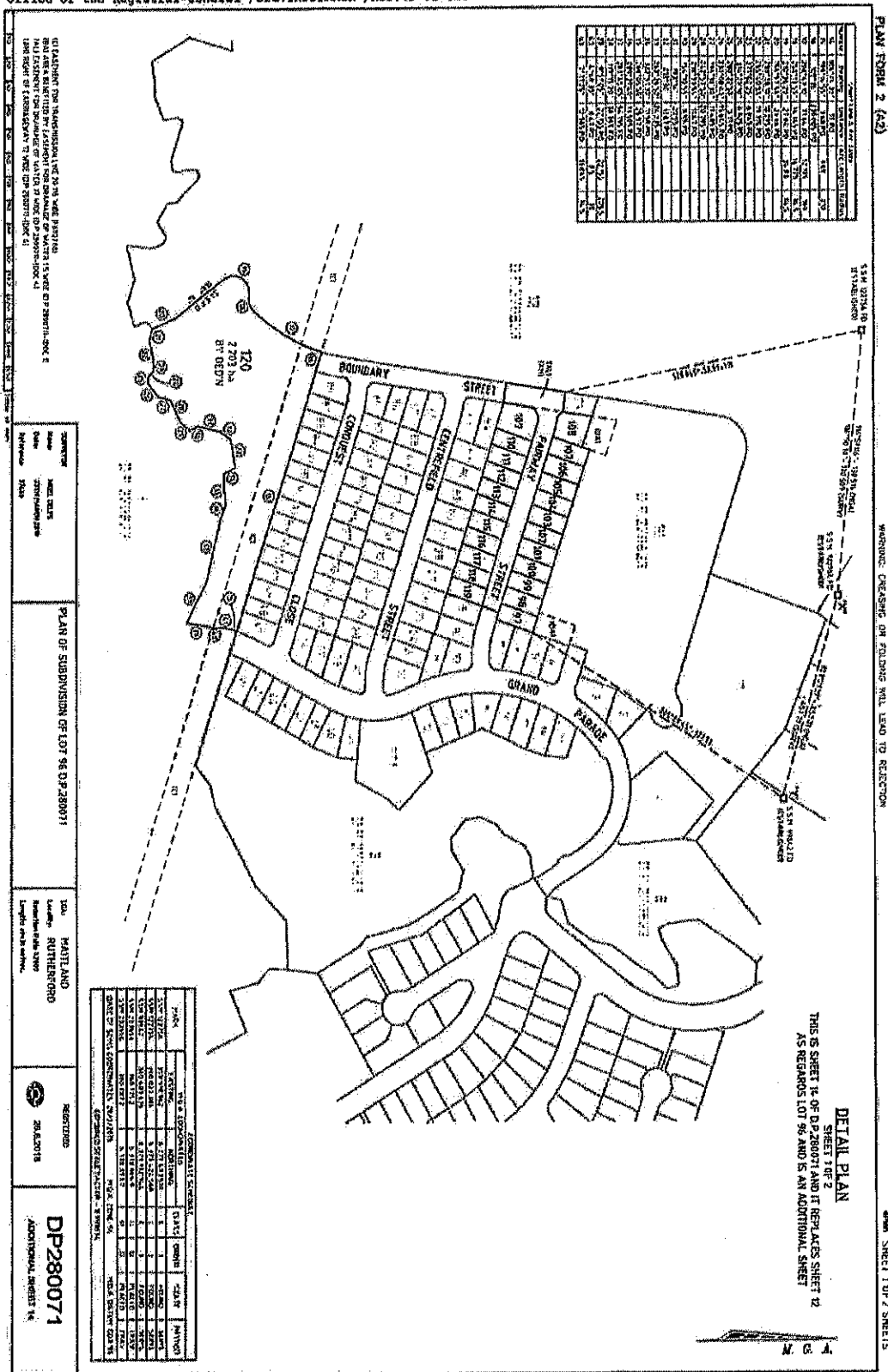
PT.96

PLAN OF SUBDIVISION OF LOT 72 D P 280071

DATE: 13/08/2018  
 DRAWN BY: RUTHERFORD  
 CHECKED BY: RUTHERFORD

REGISTERED  
 13/08/2018

DP280071  
 ADDITIONAL SHEET 13





[illegible]

WARNING: CHITASING OR FOLMING WILL LEAD TO REJECTION

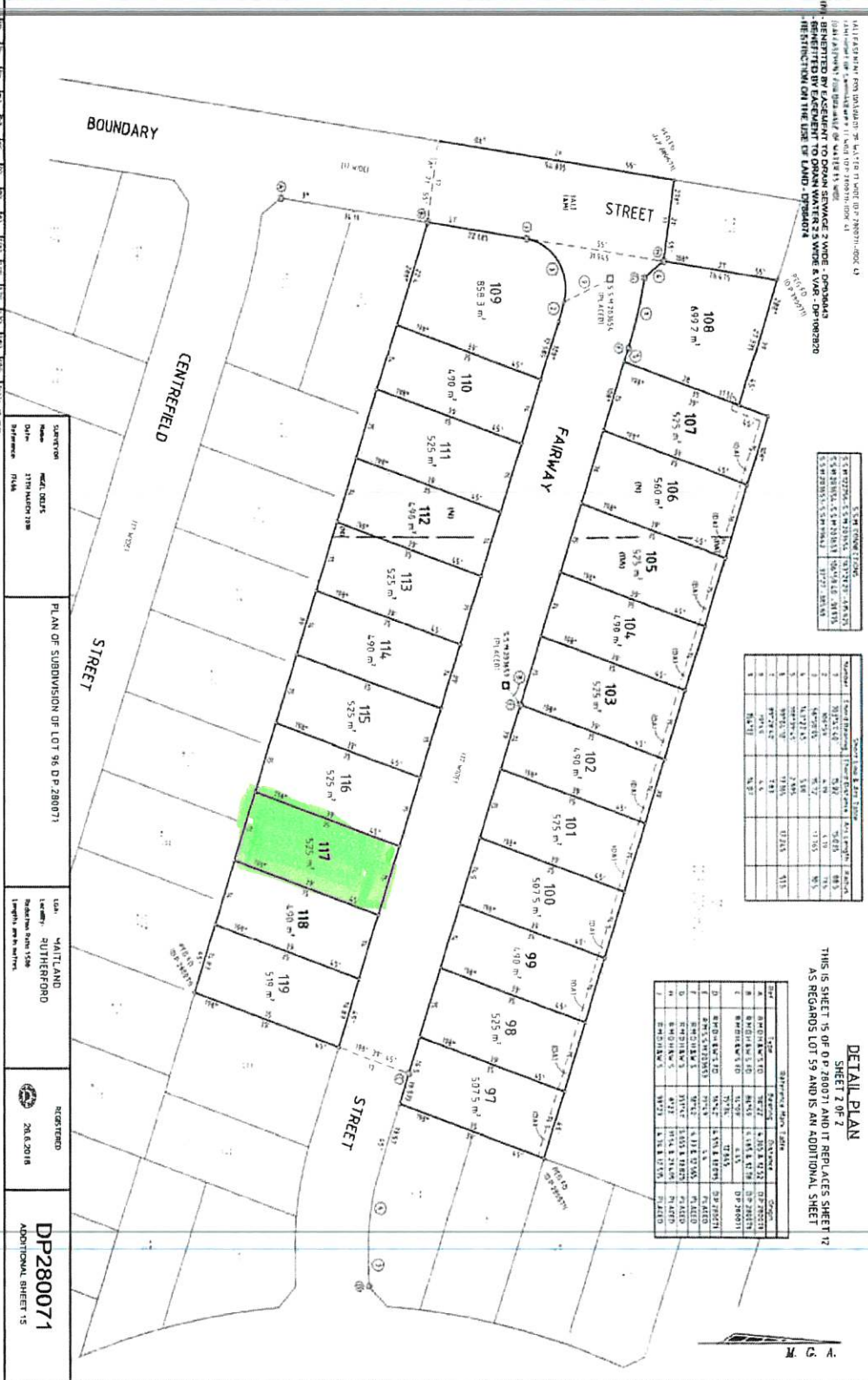
[illegible]

Number	Time (hours)	Flow (m³/s)	Water depth (m)	Velocity (m/s)
1	10:00-10:15	0.32	0.65	0.85
2	10:15-10:30	0.39	0.70	1.05
3	10:30-10:45	0.52	1.10	1.65
4	10:45-11:00	5.00	9.5	9.5
5	11:00-11:15	2.95	17.65	4.15
6	11:15-11:30	0.10	0.10	0.10
7	11:30-11:45	2.1	4.5	4.5
8	11:45-12:00	15.0	15.0	15.0

DETAIL PLAN  
SHEET 3 OF 7

THIS IS SHEET 15 OF 0 P 260071 AND IT REPLACES SHEET 12  
AS REGARDS LOT 59 AND IS AN ADDITIONAL SHEET

Ref	Year	Country	Source
1	1972-73	USA	US Census
2	1972-73	USA	US Census
3	1972-73	USA	US Census
4	1972-73	USA	US Census
5	1972-73	USA	US Census
6	1972-73	USA	US Census
7	1972-73	USA	US Census
8	1972-73	USA	US Census
9	1972-73	USA	US Census
10	1972-73	USA	US Census
11	1972-73	USA	US Census
12	1972-73	USA	US Census
13	1972-73	USA	US Census
14	1972-73	USA	US Census
15	1972-73	USA	US Census
16	1972-73	USA	US Census
17	1972-73	USA	US Census
18	1972-73	USA	US Census
19	1972-73	USA	US Census
20	1972-73	USA	US Census
21	1972-73	USA	US Census
22	1972-73	USA	US Census
23	1972-73	USA	US Census
24	1972-73	USA	US Census
25	1972-73	USA	US Census
26	1972-73	USA	US Census
27	1972-73	USA	US Census
28	1972-73	USA	US Census
29	1972-73	USA	US Census
30	1972-73	USA	US Census
31	1972-73	USA	US Census
32	1972-73	USA	US Census
33	1972-73	USA	US Census
34	1972-73	USA	US Census
35	1972-73	USA	US Census
36	1972-73	USA	US Census
37	1972-73	USA	US Census
38	1972-73	USA	US Census
39	1972-73	USA	US Census
40	1972-73	USA	US Census
41	1972-73	USA	US Census
42	1972-73	USA	US Census
43	1972-73	USA	US Census
44	1972-73	USA	US Census
45	1972-73	USA	US Census
46	1972-73	USA	US Census
47	1972-73	USA	US Census
48	1972-73	USA	US Census
49	1972-73	USA	US Census
50	1972-73	USA	US Census
51	1972-73	USA	US Census
52	1972-73	USA	US Census
53	1972-73	USA	US Census
54	1972-73	USA	US Census
55	1972-73	USA	US Census
56	1972-73	USA	US Census
57	1972-73	USA	US Census
58	1972-73	USA	US Census
59	1972-73	USA	US Census
60	1972-73	USA	US Census
61	1972-73	USA	US Census
62	1972-73	USA	US Census
63	1972-73	USA	US Census
64	1972-73	USA	US Census
65	1972-73	USA	US Census
66	1972-73	USA	US Census
67	1972-73	USA	US Census
68	1972-73	USA	US Census
69	1972-73	USA	US Census
70	1972-73	USA	US Census
71	1972-73	USA	US Census
72	1972-73	USA	US Census
73	1972-73	USA	US Census
74	1972-73	USA	US Census
75	1972-73	USA	US Census
76	1972-73	USA	US Census
77	1972-73	USA	US Census
78	1972-73	USA	US Census
79	1972-73	USA	US Census
80	1972-73	USA	US Census
81	1972-73	USA	US Census
82	1972-73	USA	US Census
83	1972-73	USA	US Census
84	1972-73	USA	US Census
85	1972-73	USA	US Census
86	1972-73	USA	US Census
87	1972-73	USA	US Census
88	1972-73	USA	US Census
89	1972-73	USA	US Census
90	1972-73	USA	US Census
91	1972-73	USA	US Census
92	1972-73	USA	US Census
93	1972-73	USA	US Census
94	1972-73	USA	US Census
95	1972-73	USA	US Census
96	1972-73	USA	US Census
97	1972-73	USA	US Census
98	1972-73	USA	US Census
99	1972-73	USA	US Census
100	1972-73	USA	US Census




M. G. A.

SHEET 2 OF 2 SHEETS

<div> <div> SUBDIVISION</div> <div>NAME</div> <div>DATE</div> <div>REFERENCE</div> </div> <div> <div>WELL DOTS</div> <div>11TH MARCH 2000</div> <div>7144</div> </div>	<div>PLAN OF SUBDIVISION OF LOT 96 D.P. 280071</div>
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WAILLAND  
RUTHERFORD  
12-2-1910  
Rutherford, N.J. 15-10-1910  
length and by surface.

REGISTERED



28.6.2018

DP280071  
ADDITIONAL SHEET 15



**Certificate No.: PC/2025/2434**

**Certificate Date:** 09/07/2025

**Fee Paid:** \$71.00

**Receipt No.:**

**Your Reference:** 251651

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

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<b>APPLICANT:</b>	Hunter Legal & Conveyancing  support@hunterlegal.com.au
<b>PROPERTY DESCRIPTION:</b>	11 Fairway Street RUTHERFORD NSW 2320
<b>PARCEL NUMBER:</b>	97051
<b>LEGAL DESCRIPTION:</b>	Lot 117 DP 280071

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

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

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

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

## **SECTION 10.7(2)**

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

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

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

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

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

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

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

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

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

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

Maitland Development Control Plan 2011 applies to the land.

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

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

#### **Planning Proposal for a Local Environmental Plan**

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



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

### **Draft Development Control Plans**

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

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

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

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

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

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

#### **Schedule 1 Additional permitted uses - use of certain land at Racecourse Road, Rutherford (Heritage Green)**

1. This clause applies to Lot 1504 DP 1141535 being land at Racecourse Road, Rutherford (Heritage Green).
2. Development for the purposes of residential accommodation of up to 450 dwellings in a community title scheme (within the meaning of the Community Land Development Act 1989), a recreation facility (outdoor) and associated business premises and retail premises is permitted with consent.

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

### **RE2 Private Recreation**

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

- To enable land to be used for private open space or recreational purposes
- To provide a range of recreational settings and activities and compatible land uses
- To protect and enhance the natural environment for recreational purposes

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

Nil

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

263 High Street  
Maitland NSW 2320

t 02 4934 9700  
f 02 4933 3209

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

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



Amusement centres; Aquaculture; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Centre based child care facilities; Charter and tourism boating facilities; Community facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Function centres; Hotel or motel accommodation; Information and education facilities; Jetties; Kiosks; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Restaurants or cafes; Roads; Serviced apartments; Signage; Water recreation structures; Water supply systems

#### **4 Prohibited**

Any development not specified in item 2 or 3.

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

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

For the land zoned Additional Permitted Use - Racecourse Road, Rutherford (Heritage Green) and RE2 Private Recreation the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

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

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

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

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

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

Environment and Heritage Division for further information.

#### **ITEM 3 – Contribution plans**

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

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

- Maitland S94 Contributions Plan (City Wide) 2006

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

The land IS NOT in a special contributions area.

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

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

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

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

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

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

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

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

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

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

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

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

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



Complying development under the **Container Recycling Facilities Code** may be carried out on the land.

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

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

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

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

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

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

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

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

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

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

#### **ITEM 5 – Exempt Development**

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

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

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

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

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

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

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

**Whether the council is aware that –**

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

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

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

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

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

No environmental planning instrument, deemed environmental planning instrument



or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

### ITEM 8 – Road widening and road realignment

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

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

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

### ITEM 9 – Flood related development controls

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

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

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

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

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

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

***Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft***

***noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.***

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

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

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

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

Note in this section –

***adopted policy*** means a policy adopted –

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

**ITEM – 11 Bush fire prone land**

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

The land is NOT identified as being bushfire prone land.

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

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

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

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

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

**ITEM – 13 Mine subsidence**

***Whether the land is declared to be a mine subsidence district, within the***



**meaning of the Coal Mine Subsidence Compensation Act 2017.**

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

**ITEM – 14 Paper subdivision information**

There is no development plan that applies to the:

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

**ITEM – 15 Property vegetation plans**

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

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

**ITEM – 16 Biodiversity stewardship sites**

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

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

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

**ITEM 17 – Biodiversity certified land**

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

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

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

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

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

***but only if the council has been notified or the order.***

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

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

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

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

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

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

**ITEM 20 – Western Sydney Aerotropolis**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ITEM 23 - Water or Sewerage services**

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

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

**Note -**

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

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

#### **Contaminated Land**

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

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the Contaminated Land Management Act 1997, for the land to which this Certificate relates.

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

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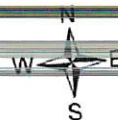
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

11 FAIRWAY

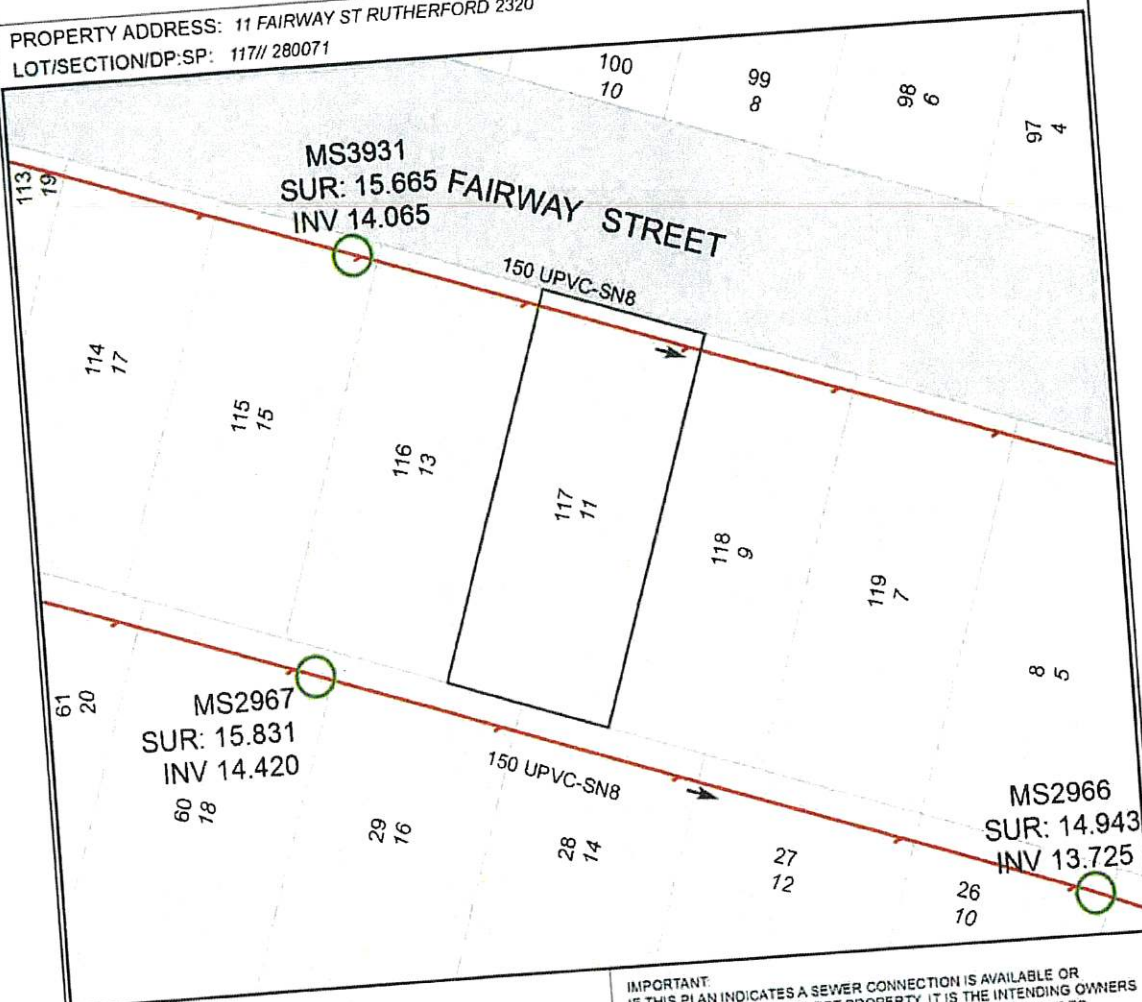
RUTHERFORD NSW

APPLICATION NO.: 2591107

APPLICANT REF: M 251651

RATEABLE PREMISE NO.: 2628042894

PROPERTY ADDRESS: 11 FAIRWAY ST RUTHERFORD 2320  
LOT/SECTION/DP:SP: 117// 280071



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

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

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

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

Date: 9/07/2025

Scale at A4: 1:500

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