

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 96763333	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:
co-agent			
vendor	FREEMARK PTY LTD		
vendor's solicitor	Hunter Legal & Conveyancing Level 1, Suite 2, 12 Elgin Street Maitland NSW 2320		Phone: 1300 224 828 Fax: Ref: 220457
date for completion	35 days after the contract date	(clause 15)	Email: sue@hunterlegal.com.au
land	106 NEW ENGLAND HWY MAITLAND NSW 2320		
(Address, plan details and title reference)	LOT 3 IN DEPOSITED PLAN 1226029 3/1226029		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: vacant land		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

220457

96763333

vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☒ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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 further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

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 email address:

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

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

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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 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.

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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 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 4.3);
 - 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; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 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 - 3) 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.

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 s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.

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

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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>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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

1 Claims by the Purchaser

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

2 Reasonable Notice

- 2.1 It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete, pursuant to clause 15, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose, notwithstanding the provisions of clause 21.1.
- 2.2 It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete by the Vendor, then in addition to the balance of the price, the purchaser shall pay to the vendor the sum of Two Hundred and Fifty Dollars (\$250.00) exclusive of GST, as agreed reasonable legal expense incurred by the Vendor as a result of having to issue such Notice to Complete.
- 2.3 The purchaser's obligation to pay the sum referred to in clause 2.2 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.

3. Liquidated Damages

- 3.1 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 8% pa until completion.
- 3.2 The sum of \$330.00 on account of the additional legal fees incurred by the Vendor because of the delay;
- 3.3 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.

4. Adjustment of rates

Condition 14.2 of this agreement is hereby varied by the addition of the following sentence;

"The amount and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of the apportionment and adjustment of water consumption."

5. Incapacity of Party

If at any time prior to completion the Vendor or Purchaser (or any of them) dies or become mentally ill or being a company is wound up or go into liquidation, then either party may at any time thereafter rescind this agreement by notice in writing served on the other party.

6. Condition of Property

The purchaser acknowledges to the vendor that:

- 6.1 The purchaser relies upon his own inspection 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 or 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 requisition, 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 obligations 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).

9. Warranty as to Real Estate

The Purchaser warrants that he has not been introduced to the property by any Real Estate or Commissioned Agent other than the Vendors Agents (if any) and the Purchaser shall indemnify and save harmless the Vendor against any claims suits actions or demands for commission (including any costs or expenses of defending or compromising same) made or brought by any Real Estate or Commissioned Agents other than the Vendors agent (if any) arising from any such introduction in breach of this warranty and this clause shall not merge on completion date hereof. The Vendor warrants that there is no sole agency agreement in effect with any agent other than the Vendors Agents (if any).

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 authorizes the agent to release sufficient monies to enable the Vendor to exchange contracts for the purchase 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. Requisitions on Title

The Requisitions on Title and the Replies to Requisitions on title attached to this contract are taken to have been served on both parties upon exchange of contracts.

12. 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.

13. Electronic Signatures

- 13.1 The parties agree to accept, for the purpose of exchange of Contracts, signatures by either the vendors or purchasers which are facsimile, photocopy or any other form of electronic signatures and to comply with clause 13.2, 13.3 and 13.4.
- 13.2 The parties agree to provide to the other parties within 10 business days after the date of this Contract, a cover page of the Contract bearing original signatures.
- 13.3 The parties agree that the cover page of Contract bearing original signatures must be dated the same as this Contract.
- 13.4 The parties agree that they shall not make any requisitions objection claim or delay completion due to the matter of execution of this Contract as the exchange date.

14. 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.

15. Mine Subsidence

The purchaser may rescind this agreement if the owner of the improvements on the land is not entitled, as at the date of this agreement, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/ or improvements arising from mine subsidence, and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purposes of this condition.

16 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) installments as follows:-

- 16.1 0.25% of the agreed purchase price to be paid on or before the date of this Contract; and
- 16.2 9.75% of the agreed purchase price to be paid at any time before 5pm on the fifth (5th) business day after the date on which this Contract was made.

17. Sewer Diagram

- 17.1 The Vendor discloses, and the purchaser specifically acknowledges that the diagram annexed to the Contract may only disclose the sewer main and, as at the date of this Contract, this is the only diagram available for the property.
- 17.2 The Purchaser accepts this diagram and shall make their own inquiries in relation to the services and the diagram. The Purchaser agrees to not call upon the Vendor to supply an updated diagram nor make any objection, requisition or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

18. 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 any Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

19. 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 \$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. The payment of this fee is an essential term of the completion of this Contract.

Should the Contract be rescinded then the above fees will fall payable immediately by the purchaser to the vendor's solicitor/conveyancer on demand in writing or the Notice of Rescission will be considered null and void and Contracts binding.

This is an essential term of the Contract.

20. COVID-19 (CORONAVIRUS)

- 20.1 This clause whilst ever the Federal, NSW Government or Local Government area in which the dwelling is situated, is managing the COVID-19 outbreak as a Health Emergency or a State Emergency is declared by the NSW Government.
- 20.2 In the event any party to the contract is required to undertake self-isolation or is quarantined and/or admitted to hospital the affected party will notify the other party immediately.
- 20.3 If completion does not take place by the completion date as provided as a result of clause 20 then the completion date is extended by twenty-one (21) days.

21 Company Guarantee & Indemnity

- 21.1 The provisions of this special condition 21 apply if the Purchaser is a corporation but does not apply to a corporation listed on the Australian Stock Exchange. This special condition 21 is an essential term of this Contract.
- 21.2 The word guarantor means each director of the Purchaser as at the date of this Contract.
- 21.3 If the guarantor has not signed where provided under this special condition 21, the Vendor may terminate this Contract by serving notice within fourteen (14) days after the date of this Contract.
- 21.4 In consideration of the Vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the Vendor:
- 21.4.1 payment of all monies payable by the Purchaser under this Contract;
- 21.4.2 the performance of all of the Purchaser's obligations under this Contract.
- 21.5 The guarantor irrevocably:
- 21.5.1 indemnifies the Vendor against any claim, action, loss, damage, cost liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this Contract; and
- 21.5.2 must pay on demand any money due to the Vendor under this indemnity.
- 21.6 The guarantor is jointly and separately liable with the Purchaser of its obligations under this Contract: and
- 21.6.1 the performance by the Purchaser of its obligations under this Contract; and
- 21.6.2 any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
- 21.7 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 21.
- 21.8 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this special condition 21.

- 21.9 The guarantor's obligations under this special condition 21 are not released, discharged or otherwise affected by:
- 21.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
- 21.9.2 the release or discharge of any person
- 21.9.3 an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the guarantor or any other person;
- 21.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute, a Court or otherwise;
- 21.9.5 payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- 21.9.6 the winding up of the Purchaser.
- 21.10 The deed constituted by this special condition 21 binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- 21.11 This special condition 21 binds the guarantor and the executors, administrators and assigns of the guarantor.
- 21.12 This special condition 21 operates as a deed between the Vendor and the guarantor.

SIGNED IN MY PRESENCE BY
THE
GUARANTOR

.....
Signature of Guarantor

who is known to me:

.....
Signature of Witness

.....
Print Name of Witness

.....
Address of Witness

SIGNED IN MY PRESENCE BY
THE
GUARANTOR

.....
Signature of Guarantor

who is known to me:

.....
Signature of Witness

.....
Print Name of Witness

.....
Address of Witness

22. 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 abovementioned funds to be released on settlement.

23. Outstanding Section 94 Contribution

23.1 The Vendor acknowledges and agrees that the outstanding Section 94 Contribution amount owing to Maitland City Council in the amount of \$29,013.00 (which includes indexation of the original levy for one (1) year at 1.9%) will be paid and settled by the Vendor in full upon completion of this transaction.

23.2 The Vendor hereby indemnifies the Purchaser against any liability or payment in connection with this outstanding amount owed by the Vendor and the Purchaser agrees it cannot make any objection, requisition or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

23.3 This clause will not merge on completion.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

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. Please provide details of any bond together with the Rental Bond Board's reference number.
 - (e) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*).
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

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

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

Affectations

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

Capacity

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

Requisitions and transfer

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

REPLIES TO REQUISITIONS ON TITLE

1. Noted
2. No.
3. This sale is not subject to a tenancy.
4. No.
5. (a)-(b) Not applicable.
6. Noted.
7. Noted.
8. Not as far as the vendor is aware.
9. At the office of the discharging mortgagee if there is a mortgage otherwise at our office.
10. No.
11. Noted.
12. See the contract. If no adjustment is required then any outstanding tax will be paid. Please advise if you do not receive a clear section 47 certificate.
13. Noted.
14. No.
15. (a) As far as the vendor is aware yes.
(b) No.
(c) No.
(d) No.
(e) If applicable then details have been provided.
16. As to the vendor no.
17. There is no swimming pool.
18. (a) It is presumed to adjoining owners.
(b) No.
(c) Not applicable.
(d) No.
(e) No.
19. No.
20. (a)-(c) Other than as disclosed in the contract, no.
21. (a)-(f) Not as far as the vendor is aware.
22. (a)-(c) The services that are available will have been seen by the purchaser. Other than shown on certificates attached to the contract the vendor does not know the location of these services or of those of adjoining properties.
23. Not that the vendor is aware.
24. Noted.
25. Noted.
26. If applicable this will be provided shortly prior to settlement.
27. Noted
28. Not agreed.



LAND
REGISTRY
SERVICES

Title Search

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

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/1226029

SEARCH DATE -----	TIME ----	EDITION NO -----	DATE -----
17/3/2022	2:23 PM	4	17/12/2020

LAND

LOT 3 IN DEPOSITED PLAN 1226029
AT MAITLAND
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1226029

FIRST SCHEDULE

FREEMARK PTY LTD (T AQ662108)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1207787 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 3 DP1226029 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1226029 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 5 DP1226029 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

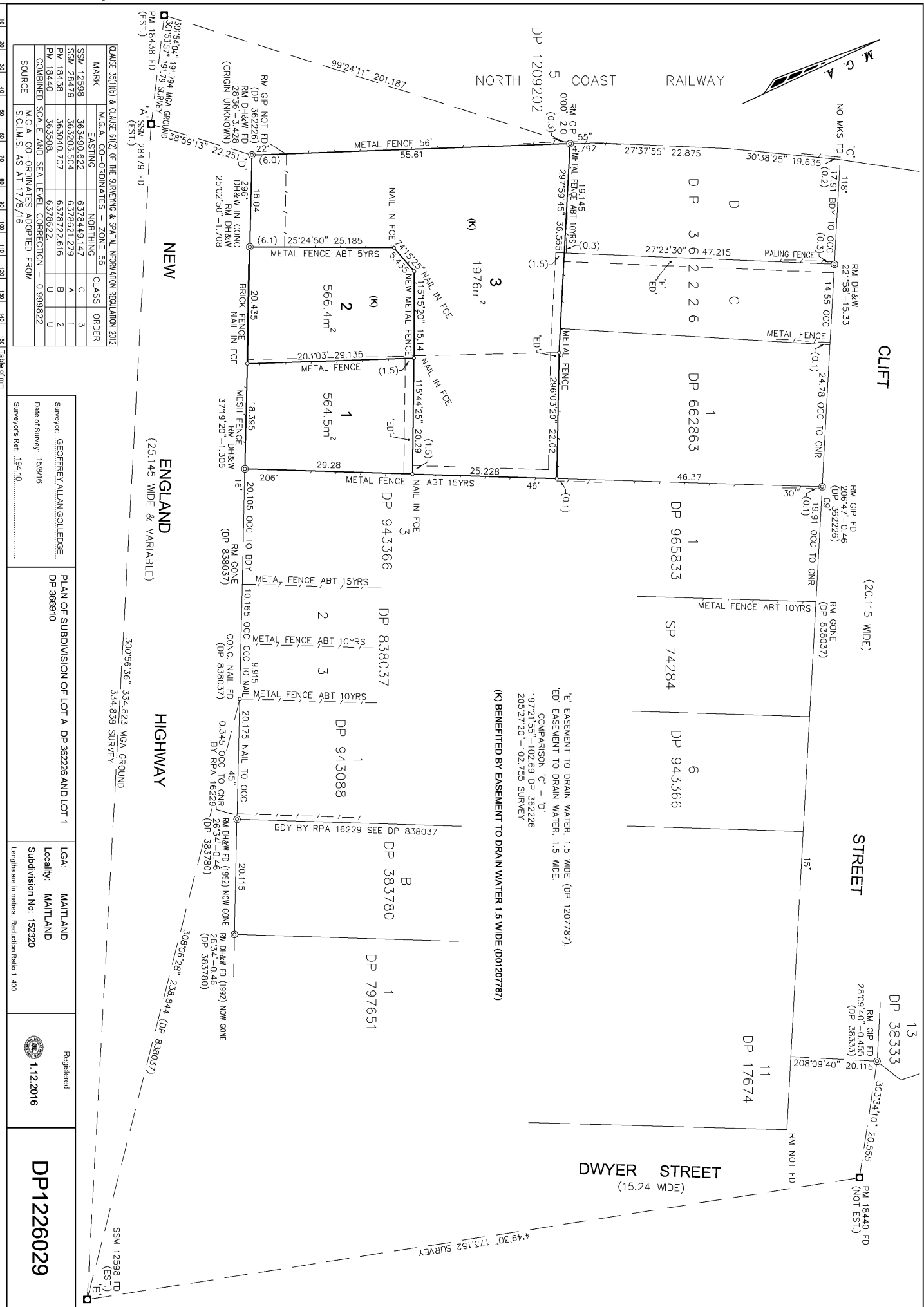
*** END OF SEARCH ***

220457

PRINTED ON 17/3/2022

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

Copyright © Office of the Registrar-General 2022
Received: 17/03/2022 14:23:43



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1. of 3 sheet(s)

Office Use only

Office Use only

Registered:  1.12.2016

Title System: TORRENS

Purpose: SUBDIVISION

DP1226029

PLAN OF SUBDIVISION OF LOT A
DP 362226 AND LOT 1 DP 366910

LGA: MAITLAND

Locality: MAITLAND

Parish: MAITLAND

County: NORTHUMBERLAND

Crown Lands NSW/Western Lands Office ApprovalI, (Authorised Officer) in
approving this plan certify that all necessary approvals in regard to the
allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Survey CertificateI, **GEOFFREY ALLAN GOLLEDGE**of **PO Box 132, MAITLAND NSW 2320**a surveyor registered under the *Surveying and Spatial Information
Act 2002*, certify that:*(a) The land shown in the plan was surveyed in accordance with
the *Surveying and Spatial Information Regulation 2012*, isaccurate and the survey was completed on **15/8/16***(b) The part of the land shown in the plan (*being/*excluding A
.....)was surveyed in accordance with the *Surveying and Spatial
Information Regulation 2012*, is accurate and the survey wascompleted on, the part not surveyed was compiled
in accordance with that Regulation.*(c) The land shown in this plan was compiled in accordance with
the *Surveying and Spatial Information Regulation 2012*.Signature:  Dated: **17/8/16**Surveyor ID: **1125**

Datum Line: 'A' - 'B'

Type: *Urban/*Rural

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

*Strike through if inapplicable.

*Specify the land actually surveyed or specify any land shown in the plan that is
not the subject of the survey.**Subdivision Certificate**I, **Leanne Harris**
*Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and
Assessment Act 1979* have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.Signature: 

Accreditation number:

Consent Authority: **Maitland City Council**Date of endorsement: **8.9.16**Subdivision Certificate number: **152320**File number: **DA15 2320**

*Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and
drainage reserves.**Plans used in the preparation of survey/compilation:**

DP 362226

DP 366910

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 194.10

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheets

Registered:  1.12.2016

Office Use only

Office Use only

PLAN OF SUBDIVISION OF LOT A
DP 362226 AND LOT 1 DP 366910

DP1226029

Subdivision Certificate number: 152320
Date of Endorsement: 8.9.16

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

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

Mortgagee under Mortgage No. AF274565
AL553310Signed at Sydney this 20th day of
September 2016 for National
Australia Bank Limited ABN 12 004 044 937
by Leesa Edwarson
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level 3, Attorney

Witness/Bank Officer

6 Chapin St
Charleston NSW

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	102	NEW ENGLAND	HIGHWAY	MAITLAND
2	104	NEW ENGLAND	HIGHWAY	MAITLAND
3	106	NEW ENGLAND	HIGHWAY	MAITLAND

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

- 1) EASEMENT TO DRAIN WATER, 1.5 WIDE
- 2) RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 194.10

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheetsRegistered:  1.12.2016

Office Use only

Office Use only

PLAN OF SUBDIVISION OF LOT A
DP 362226 AND LOT 1 DP 366910

DP1226029

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

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

Subdivision Certificate number:

152320

Date of Endorsement:

8.9.16

John Bailey

John Bailey
103 Tudor Street
Hamilton

Cycoms

Craig Michael Chapman

By authority of the Board
Greater Bank Limited
ABN 88 087 651 956

If space is insufficient use additional annexure sheet

Surveyor's Reference: 194.10

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
 TO BE CREATED PURSUANT TO SECTION 88B OF THE
 CONVEYANCING ACT 1919**

DP1226029

Plan of subdivision of Lot A DP 3622261
 & Lot 1 DP 366910
 Covered by Maitland Councils
 Subdivision Certificate No. **8152320**
 Dated **8.9.16**

**Full name & address of
 Proprietors of the land:**

**Kerry John Peacock
 Susan Mary Peacock
 62 New England Highway
 MAITLAND NSW 2320**

PART I

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) Road(s), bodies or Prescribed Authorities
1	Easement to drain water 1.5 wide	Lot C DP 362226 Lot 3 Lot 1	Lot 1 Lot 2 Lot 3 Lot 1, Lot 2 Lot 2
2	Restriction on the Use of Land	Lot 3	Maitland Council

Name of Persons and/or Authority having the power to release, vary or modify Terms of Easement firstly referred to in the plan:

Maitland Council

AKH

Sheet 2 of 6 Sheets

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

DP1226029

Plan of subdivision of Lot A DP 3622261
& Lot 1 DP 366910
Covered by Maitland Councils
Subdivision Certificate No. 152320
Dated 8.9.16

PART II

(1) Terms of Restriction Secondly referred to in the plan

- (a) No building shall be erected on any lot burdened unless that building complies with the Acoustic Requirements outlined in Clause 87 of the State Environmental Planning Policy (Infrastructure) 2007.
- (b) Any Development Application on any lot burdened must be supported by a detail acoustic investigation and assessment prepared by a suitably qualified person to ensure the Development satisfies the requirements of Clause 87 of the State Environmental Planning Policy (Infrastructure) 2007.

Name of Persons and/or Authority having
the power to release, vary or modify Terms
of Restriction secondly referred to in the plan:

Maitland Council

4/4

Sheet 3 of 6 Sheets

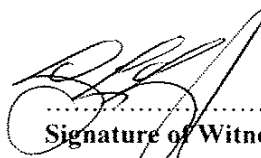
INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

DP1226029

Plan of subdivision of Lot A DP 3622261
& Lot 1 DP 366910
Covered by Maitland Councils
Subdivision Certificate No. 152320
Dated 8.9.16



Kerry John Peacock



Signature of Witness

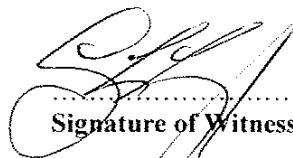
G A Gollidge

Name of Witness

5 ELM CLOSE - LARCS NSW
Address of Witness 2320



Susan Mary Peacock



Signature of Witness

G A Gollidge

Name of Witness

5 ELM CLOSE - LARCS
Address of Witness NSW
2320



Sheet 4 of 6 Sheets

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

DP1226029

Plan of subdivision of Lot A DP 3622261
& Lot 1 DP 366910
Covered by Maitland Councils
Subdivision Certificate No. 152320
Dated 8.9.16



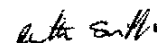
David Lee Smith



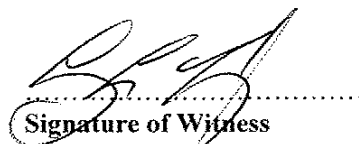
Signature of Witness

G.A. Colledge
Name of Witness

S. ELW CLOSE LARCS NSW
Address of Witness 2320



Annette Maree Smith



Signature of Witness

G.A. Colledge
Name of Witness

S. ELW CLOSE LARCS NSW
Address of Witness 2320




Sheet 5 of 6 Sheets

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

DP1226029

Plan of subdivision of Lot A DP 362226 1
& Lot 1 DP 366910
Covered by Maitland Councils
Subdivision Certificate No. 152320
Dated 8.9.16


Signature of Mortgagee

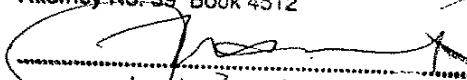
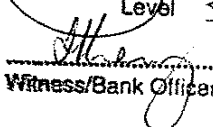
Craig Michael Chapman
(Head of Lending Services)
By authority of the Board
Greater Bank Limited
ABN 88 087 651 956



John Bailey
103 Tudor Street
Hamilton

Power of Attorney
Book 4713 No 162

AF274565
Mortgagee under Mortgage No. AC553310
Signed at Sydney this 20th day of
September 2016 for National
Australia Bank Limited ABN 12 004 044 937
by IELSA EDWARDS
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


Level 3 Attorney
LORREN KENNY Level 1, 6 Chapman Street
ASSOCIATE Maitland, NSW 2290

Witness/Bank Officer



Sheet 6 of 6 Sheets

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

DP1226029

Plan of subdivision of Lot A DP 3622261
& Lot 1 DP 366910

Covered by Maitland Councils

Subdivision Certificate No. 152320

Dated 8.9.16

Signed for and on behalf of Maitland Council by it's authorized delegate pursuant to
Section 377 of the Local Government Act 1993.




Signature of Delegate

LEANNE HARRIS

Name of Delegate / Position Held

COORDINATOR DEVELOPMENT
ASSESSMENT



Signature of Witness

Karen Schroder

Name of Witness

285 High St

Maitland

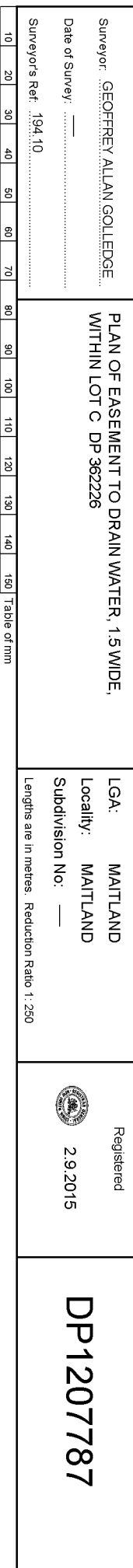
Address of Witness

REGISTERED



1.12.2016





DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1.. of 2.. sheet(s)

Office Use only

Office Use only

Registered:  2.9.2015

Title System: TORRENS

Purpose: EASEMENT

DP1207787

PLAN OF EASEMENT TO DRAIN WATER,
1.5 WIDE, WITHIN LOT C DP 362226

LGA: MAITLAND

Locality: MAITLAND

Parish: MAITLAND

County: NORTHUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Survey Certificate

I, GEOFFREY ALLAN GOLLEDGE
of PO Box 132, MAITLAND NSW 2320
a surveyor registered under the *Surveying and Spatial Information*
Act 2002, certify that:

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

~~accurate and the survey was completed on~~

~~*(b) The part of the land shown in the plan (*being/*excluding ^
.....)~~

~~was surveyed in accordance with the *Surveying and Spatial*
Information Regulation 2012, is accurate and the survey was~~

~~completed on, the part not surveyed was compiled
in accordance with that Regulation.~~

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

Signature:  Dated: 19/2/15

Surveyor ID: 1125

Datum Line: _____

Type: *Urban/*Rural

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

*Strike through if inapplicable.

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

Subdivision Certificate

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

Signature:

Accreditation number:

Consent Authority:

Date of endorsement:

Subdivision Certificate number:

File number:

*Strike through if inapplicable.

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

Plans used in the preparation of survey/compilation.

DP 362226

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 194.10

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet .2. of .2. sheets

Office Use only

Office Use only

Registered:



2.9.2015

DP1207787

PLAN OF EASEMENT TO DRAIN WATER,
1.5 WIDE, WITHIN LOT C DP 362226

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

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

Subdivision Certificate number:

Date of Endorsement:

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

- 1) EASEMENT TO DRAIN WATER, 1.5 WIDE

Annette Naree Smith

Annette Naree Smith

David Lee
Smith

Shane Margaret Greig

PC Greig

"SIGNED in my presence by the duly
constituted Attornies, for and on
behalf of GREATER BUILDING
SOCIETY LTD. under Registered
Book 4677 No. 409, who are
personally known to me."

GAIL SMITH
103 TUDOR STREET
HAMILTON

If space is insufficient use additional annexure sheet

Surveyor's Reference: 194.10

DP1207787

ePlan

Sheet 1 of 3 Sheets

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

**Plan of Easement to drain water 1.5m
wide within Lot C DP 362226**

**Full name & address of
Proprietors of the land:**

David Lee Smith
Annette Maree Smith
26 Clift Street,
Maitland NSW 2320

PART I

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) Road(s), bodies or Prescribed Authorities
1	Easement to drain water 1.5m wide	Lot C DP 362226	Lot A DP 362226

**Name of Persons and/or Authority having
the power to release, vary or modify Terms
of Easement firstly referred to in the plan:**

**Owner Lot A
DP 362226**

ant 2/11

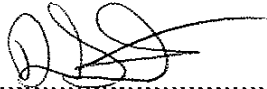
DP1207787

ePlan

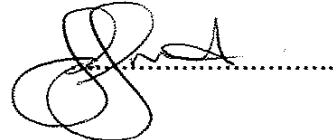
Sheet 2 of 3 Sheets

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

Plan of Easement to drain water 1.5m
wide within Lot C DP 362226



David Lee Smith



Stephanie Smith

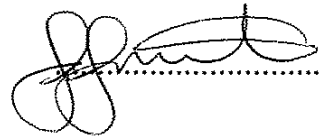
Name of Witness

Shop 11, Pender Place,
Corner Church St + Ken Tubman
Drive, Maitland

Address of Witness



Annette Maree Smith



Stephanie Smith

Name of Witness

Shop 11, Pender Place
Corner Church St + Ken Tubman
Drive, Maitland

Address of Witness

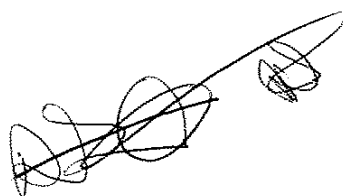
ePlan

DP1207787

Sheet 3 of 3 Sheets

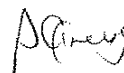
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

**Plan of Easement to drain water 1.5m
wide within Lot C DP 362226**

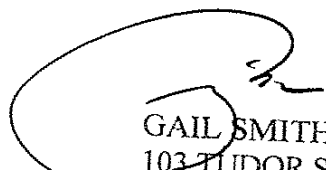


.....
**Signed on behalf of
Mortgagee**

Shane Margaret Greig



"SIGNED in my presence by the duly
constituted Attornies, for and on
behalf of GREATER BUILDING
SOCIETY LTD. under Registered
Book 4677 No. 409, who are
personally known to me."



**GAIL SMITH
103 TUDOR STREET
HAMILTON**

REGISTERED



2.9.2015

Certificate No.: PC/2022/825

Certificate Date: 18/03/2022

Fee Paid: \$53.00

Receipt No.: 1245353

Your Reference: 220457

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Infotrack ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	106 New England Highway MAITLAND NSW 2320
PARCEL NUMBER:	90649
LEGAL DESCRIPTION:	Lot 3 DP 1226029

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

Please check for any item, which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, please contact Council by phoning (02) 4934 9700, or personally at Council's Administration Building at 285-287 High Street, Maitland.

The information provided in this Certificate relates only to the land described above. If you require information about adjoining or nearby land, or about the Council's development policies or codes for the general area, contact Council's Planning & Environment Department.

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. We recommend that you only rely upon a very recent Certificate.

The following responses are based on the Council's records and/or information from sources outside the Council. The responses are provided with all due care and in good faith, however the Council cannot accept responsibility for any omission or inaccuracy arising from information outside the control of the Council.

Furthermore, while this Certificate indicates the general effect of the zoning of the abovementioned land, it is suggested that the applicable planning instruments be further investigated to determine any additional requirements.

Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available from Council's [website](#).

PART 1: MATTERS PROVIDED PURSUANT TO SECTION 10.7 (2)

1. Local Environmental Plan (LEP)

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

Exhibited draft Local Environmental Plans

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

The Council has not been notified of any Development Control Plan applying to the land that has been prepared by the Director-General under section 51A of the Act.

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:

- SEPP (Biodiversity and Conservation) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Housing) 2021
- SEPP Building Sustainability Index: BASIX 2014
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Resources and Energy) 2021
- SEPP65 Design Quality of Residential Apartment Development
- SEPP (Transport and Infrastructure) 2021
- SEPP (Resilience and Hazards) 2021
-

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.

2. Zoning and land use under relevant LEPs

Maitland LEP 2011, published 16 December 2011, identifies the zone applying to the land as:

R1 General Residential

The following development information gives the objectives of the zone, the description of the zone and identifies development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

R1 General Residential

285 - 287 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

a) Purpose/Objective

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

b) Permitted with Consent

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

c) Permitted without Consent

Home occupations

d) Prohibited

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

e) Land dimensions to permit the erection of a dwelling house on the land

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

f) Critical Habitat

No Local Environmental Plan or draft Local Environmental Plan identifies the land

as including or comprising critical habitat.

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

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

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

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

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

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

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

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

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

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

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

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

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

4B. Annual charges under Local Government Act 1993 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).

5. 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.

6. Road widening and road realignment

- 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 any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council

The information above relates to Council's road proposals only. Other authorities, including Roads and Maritime Services, may have proposals, which have not been set out.

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

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.

7A. 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 NOT between the flood planning area and the probable maximum flood and subject to flood related development controls.

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

8. Land Reserved for Acquisition

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.

9. Contribution Plans

The following contribution plan(s) apply to the land:

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

Contributions Plans may be viewed on Council's website or inspected and purchased at Council's Customer Service Centre.

9A. Biodiversity Certified Land

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

10. Biodiversity Stewardship Sites

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*.

10A. Native Vegetation clearing set asides

The Council is not aware if the land contains a set aside area under 60ZC of the *Local Land Services Act 2013*.

11. Bushfire Prone Land

The land is NOT identified as being bushfire prone land.

12. Property vegetation plans

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).

13. Order under Trees (Disputes between Neighbours) Act 2006

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.

14. Directions under Part 3A

There is NO direction by the Minister under Section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 (other than a project of a class prescribed by the regulations) of the Act does not have effect.

15. Site Compatibility Certificate and Conditions for Seniors Housing

a) Site Compatibility Certificate

Council is unaware of whether a current Site Compatibility Certificate issued under Clause 25 of the State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 has been issued for the land.

b) Conditions of Development Consent since 11 October 2007

No development consent has been granted for the development permitted

under State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 after 11 October 2007.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Council is unaware of whether a valid Site Compatibility Certificate has been issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 for the land.

17. Site compatibility certificates and conditions for affordable rental housing

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.

18. 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.

19. Site verification certificates

Council is not aware of any current site verification certificate in respect of the land.

20. Loose-fill asbestos insulation

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

21. Affected building notices and building product rectification orders

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.

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

Contaminated Land

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

Certificate relates.

David Evans
General Manager

285 - 287 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

Certificate No.: PC/2022/825

Certificate Date: 18/03/2022

Fee Paid: \$53.00

Receipt No.: 1245353

Your Reference: 220457

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Infotrack ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	106 New England Highway MAITLAND NSW 2320
PARCEL NUMBER:	90649
LEGAL DESCRIPTION:	Lot 3 DP 1226029

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

Please check for any item, which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, please contact Council by phoning (02) 4934 9700, or personally at Council's Administration Building at 285-287 High Street, Maitland.

The information provided in this Certificate relates only to the land described above. If you require information about adjoining or nearby land, or about the Council's development policies or codes for the general area, contact Council's Planning & Environment Department.

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. We recommend that you only rely upon a very recent Certificate.

The following responses are based on the Council's records and/or information from sources outside the Council. The responses are provided with all due care and in good faith, however the Council cannot accept responsibility for any omission or inaccuracy arising from information outside the control of the Council.

Furthermore, while this Certificate indicates the general effect of the zoning of the abovementioned land, it is suggested that the applicable planning instruments be further investigated to determine any additional requirements.

Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available from Council's [website](#).

PART 1: MATTERS PROVIDED PURSUANT TO SECTION 10.7 (2)

1. Local Environmental Plan (LEP)

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

Exhibited draft Local Environmental Plans

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

The Council has not been notified of any Development Control Plan applying to the land that has been prepared by the Director-General under section 51A of the Act.

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:

- SEPP (Biodiversity and Conservation) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Housing) 2021
- SEPP Building Sustainability Index: BASIX 2014
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Resources and Energy) 2021
- SEPP65 Design Quality of Residential Apartment Development
- SEPP (Transport and Infrastructure) 2021
- SEPP (Resilience and Hazards) 2021
-

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.

2. Zoning and land use under relevant LEPs

Maitland LEP 2011, published 16 December 2011, identifies the zone applying to the land as:

R1 General Residential

The following development information gives the objectives of the zone, the description of the zone and identifies development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

R1 General Residential

285 - 287 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

a) Purpose/Objective

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

b) Permitted with Consent

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

c) Permitted without Consent

Home occupations

d) Prohibited

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

e) Land dimensions to permit the erection of a dwelling house on the land

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

f) Critical Habitat

No Local Environmental Plan or draft Local Environmental Plan identifies the land

as including or comprising critical habitat.

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

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

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

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

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

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

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

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

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

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

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

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

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

4B. Annual charges under Local Government Act 1993 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).

5. 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.

6. Road widening and road realignment

- 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 any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council

The information above relates to Council's road proposals only. Other authorities, including Roads and Maritime Services, may have proposals, which have not been set out.

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

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.

7A. 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 NOT between the flood planning area and the probable maximum flood and subject to flood related development controls.

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

8. Land Reserved for Acquisition

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.

9. Contribution Plans

The following contribution plan(s) apply to the land:

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

Contributions Plans may be viewed on Council's website or inspected and purchased at Council's Customer Service Centre.

9A. Biodiversity Certified Land

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

10. Biodiversity Stewardship Sites

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*.

10A. Native Vegetation clearing set asides

The Council is not aware if the land contains a set aside area under 60ZC of the *Local Land Services Act 2013*.

11. Bushfire Prone Land

The land is NOT identified as being bushfire prone land.

12. Property vegetation plans

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).

13. Order under Trees (Disputes between Neighbours) Act 2006

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.

14. Directions under Part 3A

There is NO direction by the Minister under Section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 (other than a project of a class prescribed by the regulations) of the Act does not have effect.

15. Site Compatibility Certificate and Conditions for Seniors Housing

a) Site Compatibility Certificate

Council is unaware of whether a current Site Compatibility Certificate issued under Clause 25 of the State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 has been issued for the land.

b) Conditions of Development Consent since 11 October 2007

No development consent has been granted for the development permitted

under State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 after 11 October 2007.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Council is unaware of whether a valid Site Compatibility Certificate has been issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 for the land.

17. Site compatibility certificates and conditions for affordable rental housing

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.

18. 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.

19. Site verification certificates

Council is not aware of any current site verification certificate in respect of the land.

20. Loose-fill asbestos insulation

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

21. Affected building notices and building product rectification orders

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.

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

Contaminated Land

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

Certificate relates.

David Evans
General Manager

285 - 287 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



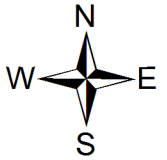
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

106 NEW ENGLAND

MAITLAND NSW

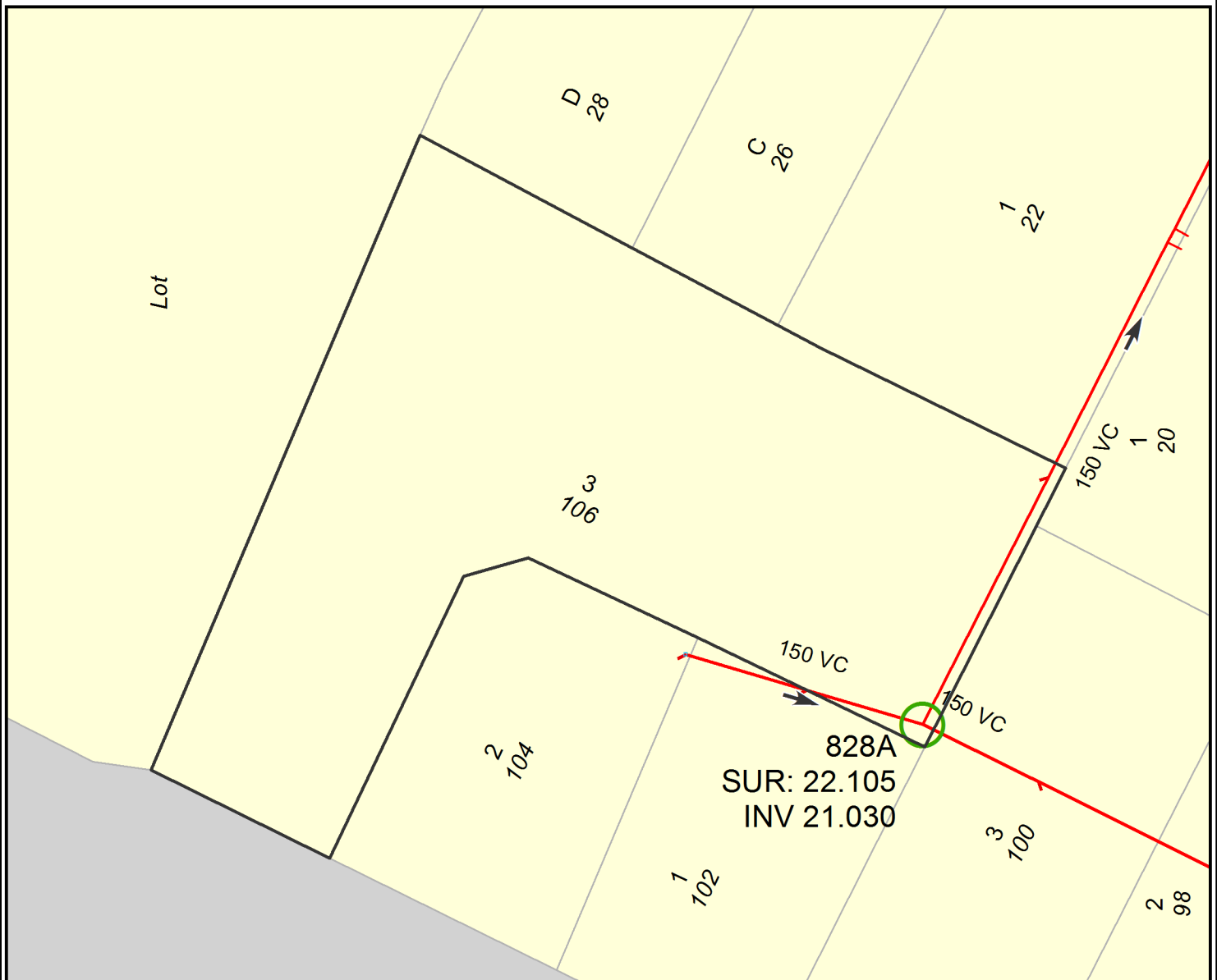
APPLICATION NO.: 1666854

APPLICANT REF: M 220457

RATEABLE PREMISE NO.: 1465834852

PROPERTY ADDRESS: 106 NEW ENGLAND HWY MAITLAND 2320

LOT/SECTION/DP:SP: 3//DP 1226029



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

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

IMPORTANT:

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

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

Date: 23/03/2022

Scale at A4: 1:500

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

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

PROPOSED MEDIUM DENSITY DEVELOPMENT

LOT 3 DP1226029

106 NEW ENGLAND HIGHWAY RUTHERFORD NSW 2320



SHEET 1/43	COVER SHEET	SHEET 23/43	UNIT 3 ELECTRICAL PLAN
SHEET 2/43	EXISTING SITE ANALYSIS	SHEET 24/43	UNIT 3 SLAB PLAN & PLUMBING LAYOUT
SHEET 3/43	PROPOSED SUBDIVISION PLAN	SHEET 25/43	UNIT 3 ROOF PLAN & DETAILS
SHEET 4/43	SITE PLAN	SHEET 26/43	UNIT 4 FLOOR PLAN
SHEET 5/43	LANDSCAPE CONCEPT	SHEET 27/43	UNIT 4 SOUTH & EAST ELEVATIONS
SHEET 6/43	STORMWATER CONCEPT	SHEET 28/43	UNIT 4 NORTH & WEST ELEVATIONS
SHEET 7/43	BOUNDARY ELEVATIONS	SHEET 29/43	UNIT 4 ELECTRICAL PLAN
SHEET 8/43	UNIT 1 FLOOR PLAN	SHEET 30/43	UNIT 4 SLAB PLAN & PLUMBING LAYOUT
SHEET 9/43	UNIT 1 SOUTH & EAST ELEVATIONS	SHEET 31/43	UNIT 4 ROOF PLAN & DETAILS
SHEET 10/43	UNIT 1 NORTH & WEST ELEVATIONS	SHEET 32/43	UNIT 5 FLOOR PLAN
SHEET 11/43	UNIT 1 ELECTRICAL PLAN	SHEET 33/43	UNIT 5 SOUTH & EAST ELEVATIONS
SHEET 12/43	UNIT 1 SLAB PLAN & PLUMBING LAYOUT	SHEET 34/43	UNIT 5 NORTH & WEST ELEVATIONS
SHEET 13/43	UNIT 1 ROOF PLAN & DETAILS	SHEET 35/43	UNIT 5 ELECTRICAL PLAN
SHEET 14/43	UNIT 2 FLOOR PLAN	SHEET 36/43	UNIT 5 SLAB PLAN & PLUMBING LAYOUT
SHEET 15/43	UNIT 2 SOUTH & EAST ELEVATIONS	SHEET 37/43	UNIT 5 ROOF PLAN & DETAILS
SHEET 16/43	UNIT 2 NORTH & WEST ELEVATIONS	SHEET 38/43	UNIT 6 FLOOR PLAN
SHEET 17/43	UNIT 2 ELECTRICAL PLAN	SHEET 39/43	UNIT 6 SOUTH & EAST ELEVATIONS
SHEET 18/43	UNIT 2 SLAB PLAN & PLUMBING LAYOUT	SHEET 40/43	UNIT 6 NORTH & WEST ELEVATIONS
SHEET 19/43	UNIT 2 ROOF PLAN & DETAILS	SHEET 41/43	UNIT 6 ELECTRICAL PLAN
SHEET 20/43	UNIT 3 FLOOR PLAN	SHEET 42/43	UNIT 6 SLAB PLAN & PLUMBING LAYOUT
SHEET 21/43	UNIT 3 SOUTH & EAST ELEVATIONS	SHEET 43/43	UNIT 6 ROOF PLAN & DETAILS
SHEET 22/43	UNIT 3 NORTH & WEST ELEVATIONS	SHEET 44/43	DRIVEWAY PROFILE & BASIX REQUIREMENTS



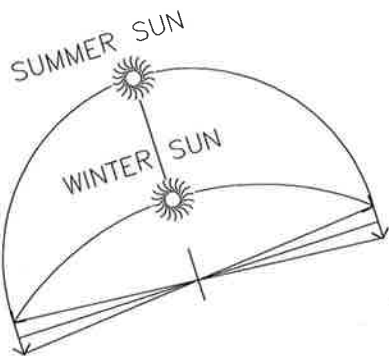
PO Box 648 Maitland NSW 2320 - M: 0401 002 099 - E: info@urbanlivingsolutions.com.au
ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT

**Anambah
Constructions**

Quality Masterbuilt Homes
LICENCE No: 97781C

PHONE: (02) 4934 8910

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE



maitland
city council
Approved Plans
NO. CC 19-937
CONSTRUCTION CERTIFICATE
6/12/2019

maitland
city council
Approved Plans
NO. DA 17-631
DEVELOPMENT APPLICATION
8/02/2018

LEGEND

- FENCE
- (PP) POWER POLE
- (TEL) TELSTRA PIT
- (HYD) HYDRANT
- (WM) WATER METER
- (SAC) SEWER ACCESS CHAMBER
- (SI) SEWER INSPECTION PIT
- (RW) ROOF WATER DRAIN
- KIP KERB INLET PIT

'A' IAD EASEMENT, 1.2 WIDE.

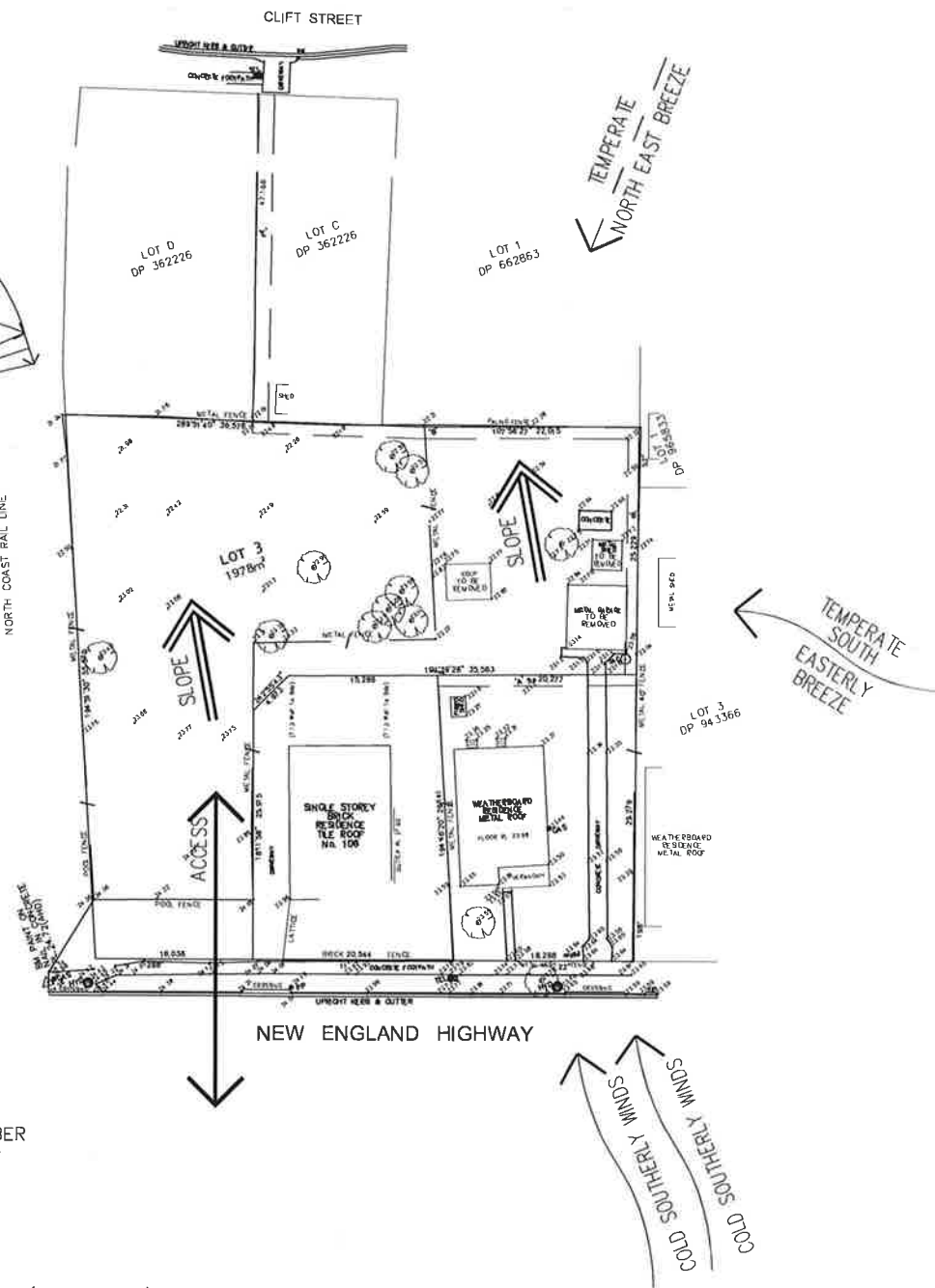
'B' IAD EASEMENT, 1.2 WIDE.

'E' EASEMENT TO DRAIN WATER, 1.5 WIDE (DP 1207787).

EXISTING SITE ANALYSIS

0 5 10 15 20 25 30 35 40 45 50

SCALE 1: 500 @ A3



RENNIE GOLLEDGE PTY. LTD.

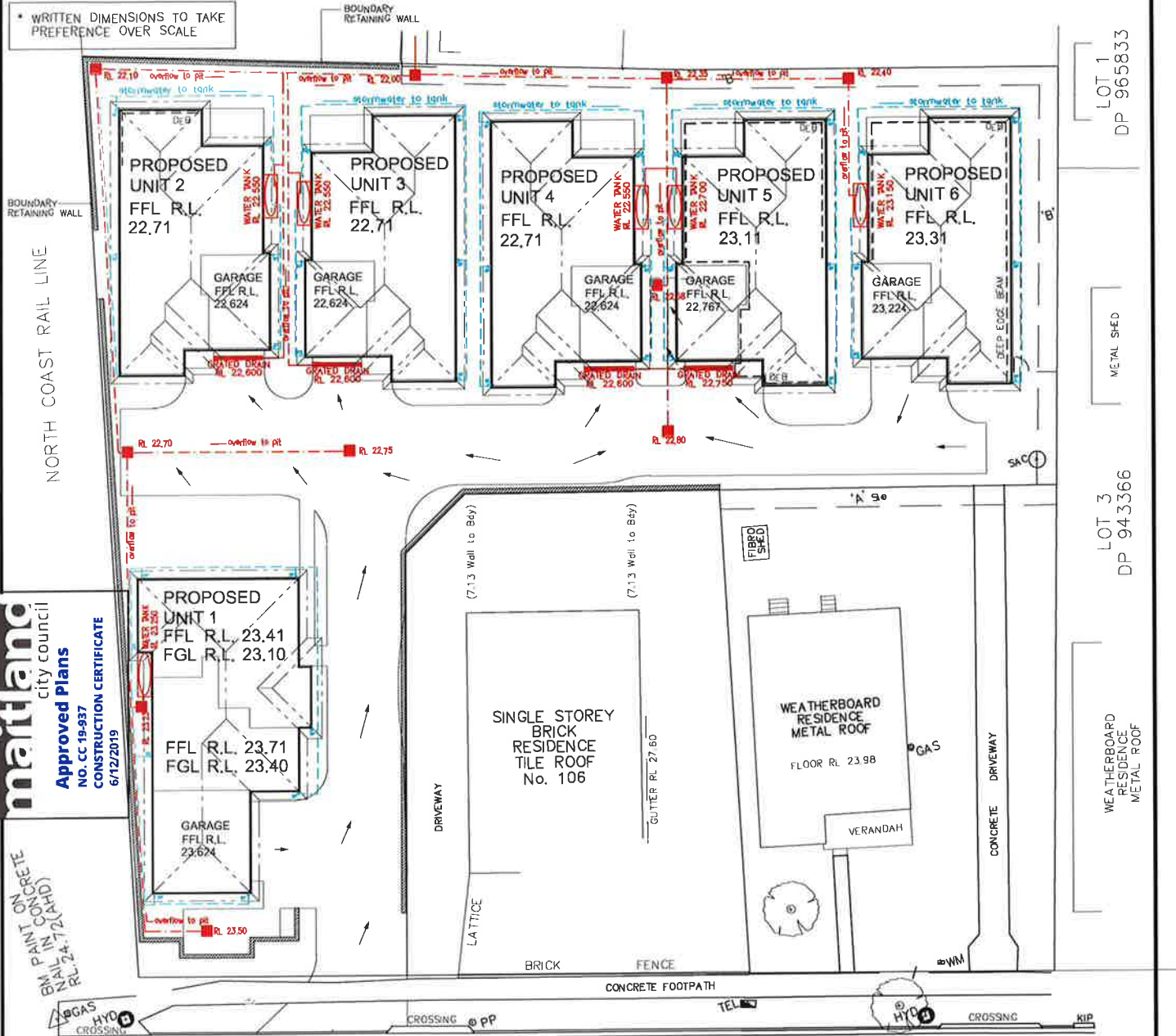
SURVEYORS & PLANNERS

P.O. BOX 132 PH (02) 49334977
36 ST ANDREWS ST FAX (02) 49338579
MAITLAND NSW 2320
ABN: 55 002 622 317 mail@renniegolledge.com.au

PLANS BY 			CLIENT ANAMBAH CONSTRUCTIONS		PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT		
B	25.01.2017	RE-DESIGN UNIT 1, PHASED DEVELOPMENT	SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320		DRAWN AP 04.11.2015	CHECK: SCALE 1:500	
A	04.11.2015	ISSUED FOR CONSTRUCTION			JOB No 143/15	REV. B	SHEET 2/43
REV.	DATE	DESCRIPTION	Anambah Constructions <small>Quality Residential Homes</small> <small>URBANEAS PTY LTD</small> <small>PHONE: (02) 4934 8910</small>				

PO Box 648 Maitland NSW 2320 - M: 0401 002 089 - E: info@urbanlivingsolutions.com.au
ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE



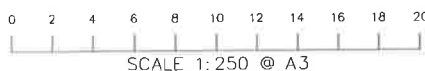
maitland
city council
Approved Plans
NO. CC 19-937
CONSTRUCTION CERTIFICATE
6/12/2019

— stormwater to tank
— stormwater to tank

NOTES:

- * ENSURE INLET ON RAIN WATER TANK IS SET NO HIGHER THAN 1000mm BELOW EAVES GUTTER
- * STORMWATER TANK OVERFLOW TO BE Ø150mm
- * OVERFLOW FROM YARD PIT TO STREET TO BE 2 x Ø100mm WITH ROLL KERB ADAPTER
- * SUBSOIL DRAINAGE FROM RETAINING WALLS TO BE COLLECTED BY AGDRAIN BEHIND WALL AND DISCHARGED VIA OVERFLOW TO STREET
- * HARVESTED RAINWATER IS TO BE REUSED FOR TOILET FLUSHING, LAUNDRY AND OUTDOOR TAP

STORMWATER CONCEPT



'A' IAD EASEMENT, 1.2 WIDE.
'B' IAD EASEMENT, 1.2 WIDE.
'E' EASEMENT TO DRAIN WATER, 1.5 WIDE (DP 1207787).

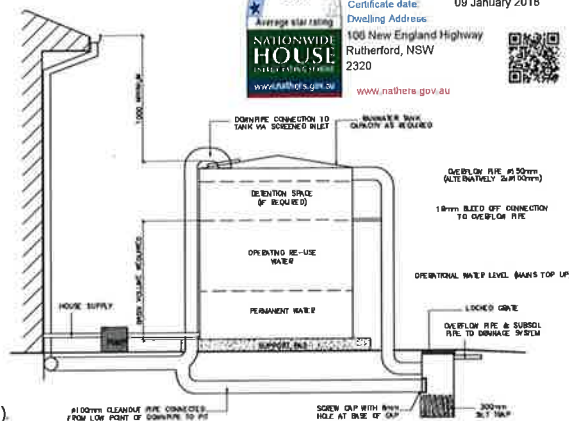
NEW ENGLAND HIGHWAY



maitland
city council
Approved Plans
NO. DA 17-431
DEVELOPMENT APPLICATION
8/02/2018



Certificate no.: 0002384090
Assessor Name: Gavin Chambers
Accreditation no.: VIC/BD/AV/13/1491
Certificate date: 09 January 2018
Dwelling Address:
106 New England Highway
Rutherford, NSW
2320
www.nathere.gov.au



PLANS BY
Urbanliving
solutions
PO Box 648 Maitland NSW 2320 - M: 0401 032 059 - E: info@urbanliving.com.au
ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT

F	12/09/2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL
D	30/03/2017	RE POSITION UNITS 6 & 7
B	25/01/2017	RE-DESIGN UNIT 1, PHASED DEVELOPMENT
A	04/11/2015	ISSUED FOR CONSTRUCTION
REV.	DATE	DESCRIPTION

Anambah Constructions
Quality Residential Homes
SINCE 1985
PHONE: (02) 4934 8910

CLIENT
ANAMBAH CONSTRUCTIONS
SITE ADDRESS
LOT 3, DP 1226029
106 NEW ENGLAND HWY
RUTHERFORD NSW 2320

PROJECT
PROPOSED MEDIUM DENSITY DEVELOPMENT
DRAWN
AP 04.11.2015
JOB No.
143/15
CHECK
SCALE
1:250
REV.
F
SHEET
5/43



DRIVEWAY
EASTERN ELEVATION



DRIVEWAY
SOUTHERN ELEVATION

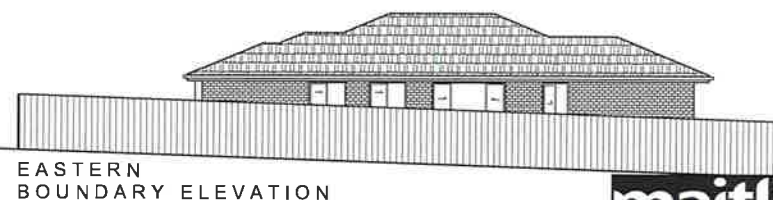


NEW ENGLAND HIGHWAY
SOUTHERN ELEVATION

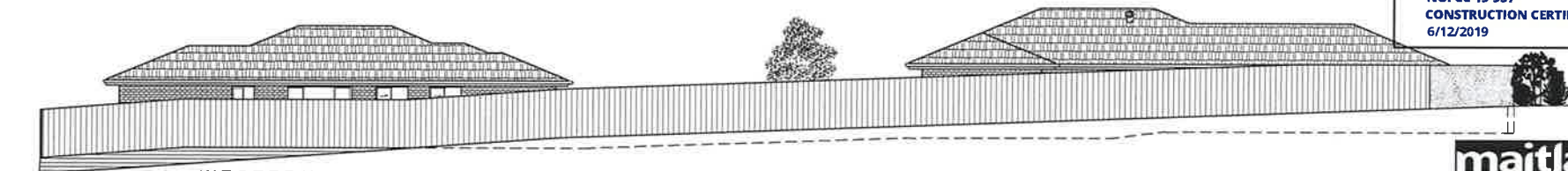


Certificate no: 0002364090
Assessor Name: Gavin Chambers
Accreditation no: VIC/BDV/13/1491
Certificate date: 09 January 2018
Dwelling Address: 106 New England Highway
Rutherford, NSW
2320

www.natshs.gov.au



EASTERN
BOUNDARY ELEVATION



WESTERN
BOUNDARY ELEVATION



NORTHERN BOUNDARY ELEVATION



PO Box 648 Wollongong NSW 2520 - Ph: (0451) 032 096 - E: info@urbanliving.com.au
ENERGY SMART DESIGN DEVELOPMENT & ASSESSMENT

PLANS BY

F	12.09.2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL
D	30.03.2017	RE POSITION UNITS 6 & 7
B	25.01.2017	RE-DESIGN UNIT 1, PHASED DEVELOPMENT
A	04.11.2015	ISSUED FOR CONSTRUCTION

REV. DATE DESCRIPTION

REV. DATE DESCRIPTION

**Anambah
Constructions**
Quality Modernist Homes
LICENSE NUMBER
PHONE: (02) 4934 8910

CLIENT
ANAMBAH CONSTRUCTIONS

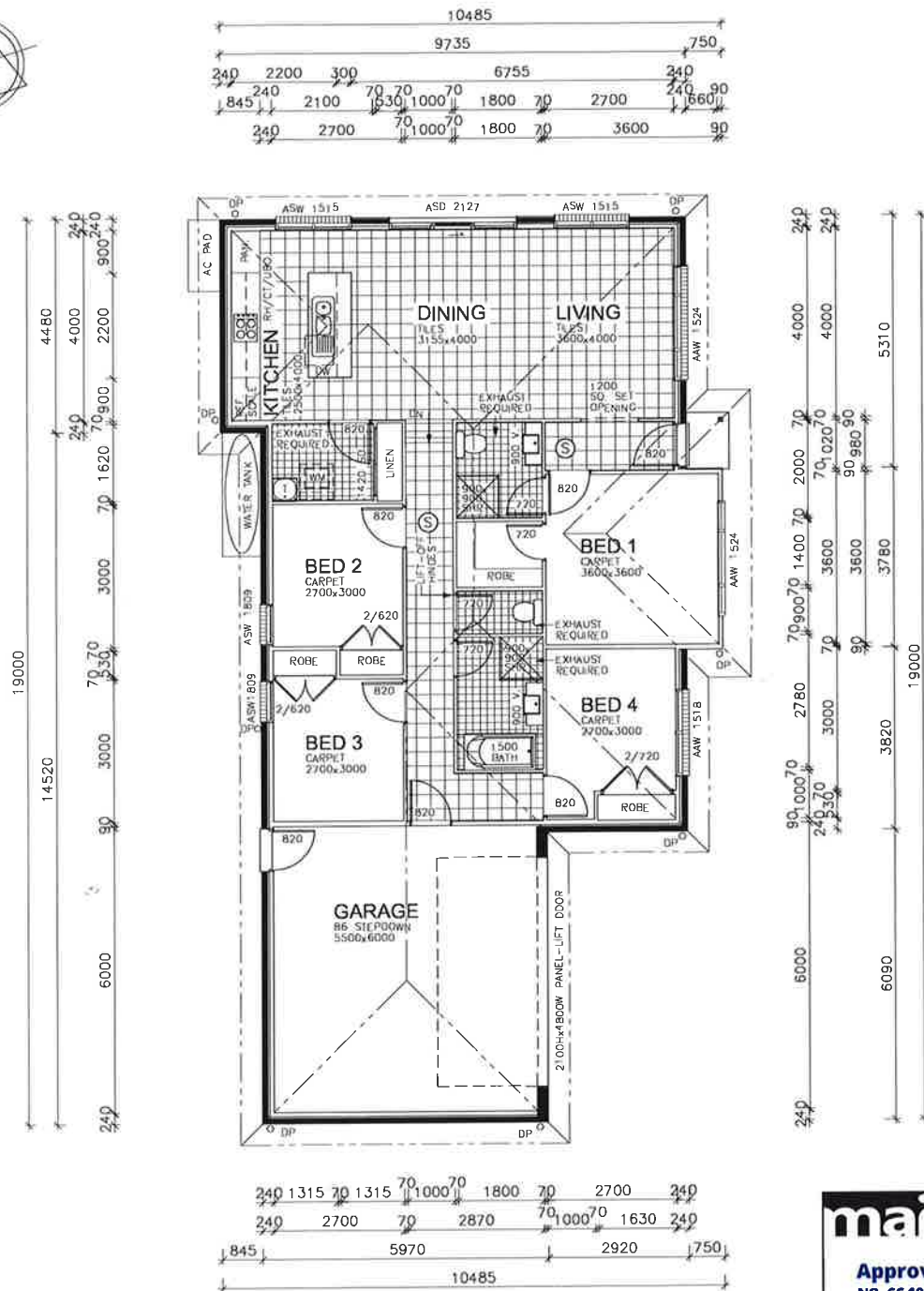
SITE ADDRESS
LOT 3, DP 1226029
106 NEW ENGLAND HWY
RUTHERFORD NSW 2320

PROJECT
PROPOSED MEDIUM
DENSITY DEVELOPMENT

DRAWN
AP 04.11.2015
JOB No.
143/15

CHECK:
SCALE
NTS
REV.
F
SHEET
6/43

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE



UNIT 1 FLOOR PLAN

HOUSE: 120.05m²
GARAGE: 37.25m²
PATIO: 1.08m²
TOTAL: 158.38m²



Certificate No. 000284690
Approved Name Gavin Chambers
Accreditation No. VIC2504W131491
Certificate date 09 January 2018

Building Address
106 New England Highway
Rutherford, NSW
2320



PO Box 648 Maitland NSW 2320 - M: 0401 002 099 - E: info@urbanliving.com.au
ENERGY SMART DESIGN DEVELOPMENT & ASSESSMENT

PLANS BY	REV.	DATE	DESCRIPTION
F	12/09/2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL	
E	05/06/2017	ADD A/C	
C	12/03/2017	AMEND CEILING HEIGHTS TO UNITS 1 & 2	
B	25/01/2017	RE-DESIGN UNIT 1, PHASED DEVELOPMENT	



CLIENT	ANAMBAH CONSTRUCTIONS
SITE ADDRESS	LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320

PROJECT	PROPOSED MEDIUM DENSITY DEVELOPMENT
DRAWN	AP 04.11.2015
CHECK	REV. F
SCALE	1:100
JOB No.	143/15
SHEET	7/43

* WRITTEN DIMENSIONS TO TAKE
PREFERENCE OVER SCALE





EASTERN ELEVATION



NORTHERN ELEVATION

UNIT 1 ELEVATIONS



 <div>PO Box 548 Vaucluse NSW 2320 - Ph: (0401) 002 099 - E: info@urbanliving.com.au</div> <div>ENERGY SMART DESIGN DEVELOPMENT & ASSESSMENT</div>	PLANS BY									 <div>QUALITY MOUNTAIN BUILDERS</div> <div>100% 5 STAR RATED</div> <div>PHONE: (02) 4934 8810</div>	CLIENT ANAMBAH CONSTRUCTIONS		PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT		
	F	12.09.2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL									SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320	DRAWN AP 04.11.2015	CHECK:	SCALE 1:500
	B	25.01.2017	RE-DESIGN UNIT 1, PHASID DEVELOPMENT										JOB No. 143/15	REV. F	SHEET 8/43
	A	04.11.2015	ISSUED FOR CONSTRUCTION												
	REV.	DATE	DESCRIPTION												

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE

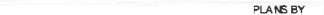



UNIT 1 ELEVATIONS

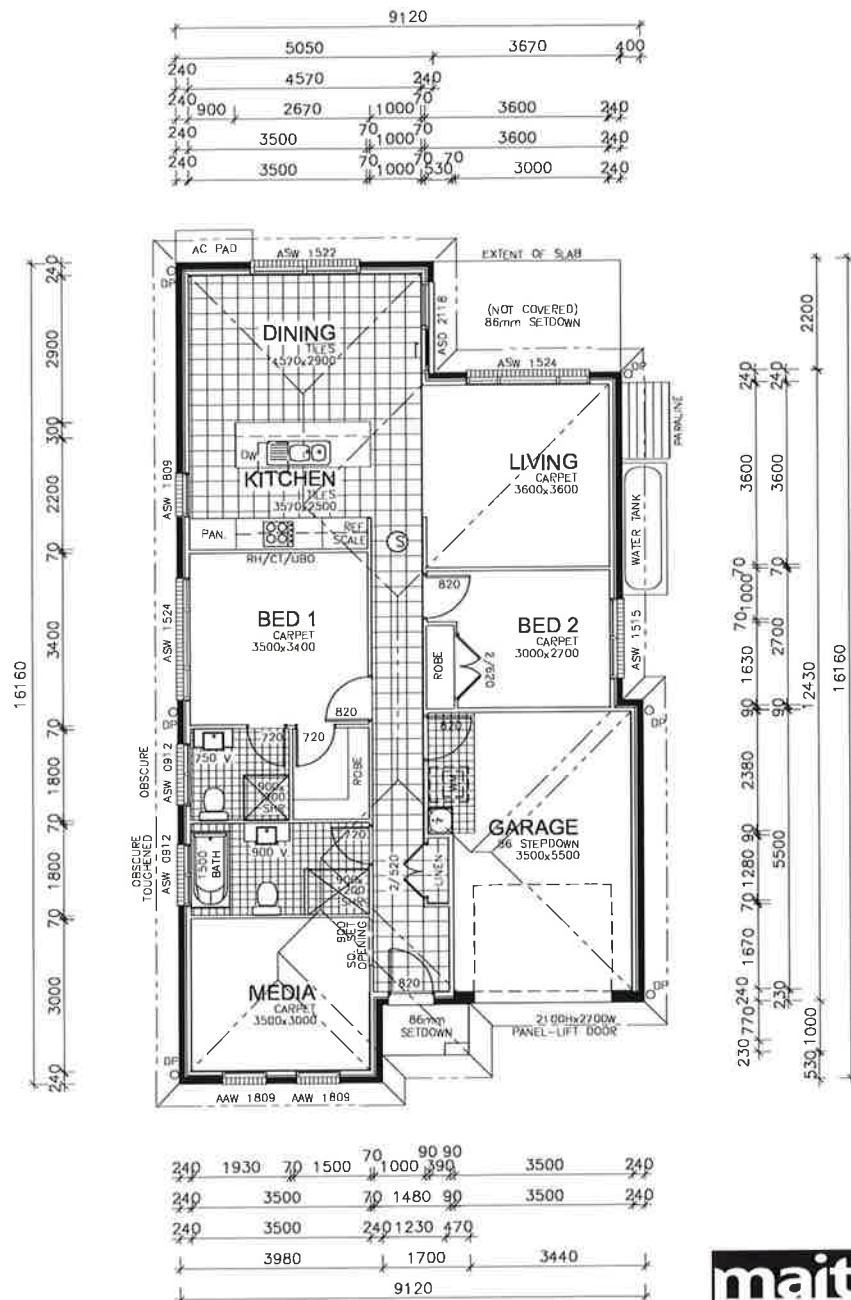


Certificate no. 0002364090
 Assessor Name Gavin Chambers
 Application no. VIC/BD/V13/1491
 Certificate date 09 January 2018
 Dwelling Address
 106 New England Highway
 Rutherford, NSW
 2320

www.natherts.gov.au


 PO Box 648 Willind NSW 2320 - V: (0401) 002 099 - E: info@urbanliving.com.au ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT	PLANS BY			 Quality Masterbuilt Homes L2424 12-97711C PHONE: (02) 4934 8910	CLIENT		PROJECT		
	F	12.09.2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL		ANAMBAH CONSTRUCTIONS		PROPOSED MEDIUM DENSITY DEVELOPMENT		
	B	25.01.2017	RE-DESIGN UNIT 1, PHASED DEVELOPMENT		SITE ADDRESS		DRAWN	CHECK:	SCALE
	A	04.11.2015	SSUD FOR CONSTRUCTION		LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320		AP 04.11.2015		1:500
	REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION	JOB No.	REV.	SHEET
							143/15	F	9/43

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE



UNIT 2 FLOOR PLAN

HOUSE: 106.92m²
GARAGE: 22.67m²
PATIO: 1.70m²
TOTAL: 131.29m²



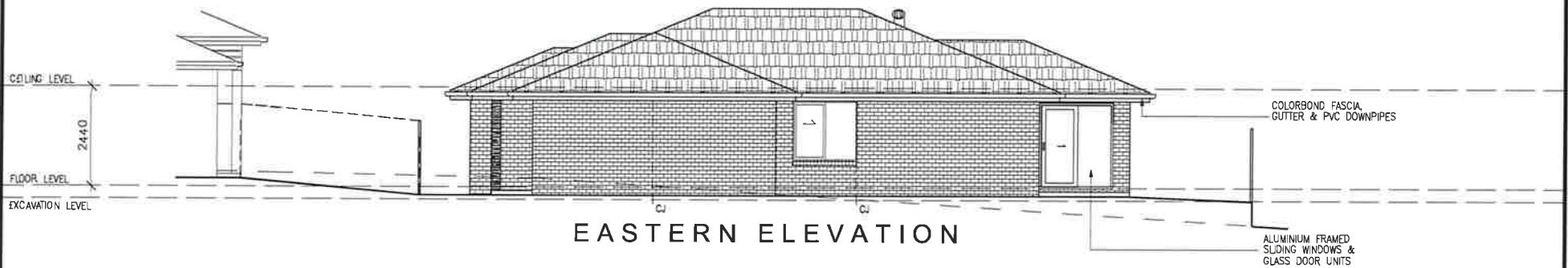
Certificate No. 0002964290
Assessor Name Gavin Chambers
Accreditation No. VIC604W121481
Expiry Date 09 January 2018
Building Address 106 New England Highway
Rutherford, NSW 2320
www.nhbc.org.au



PLANS BY			CLIENT		PROJECT		
 PO Box 648 Maitland NSW 2320 - M: 0401 802 099 - E: info@urbanlivingsolutions.com.au ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT	F	12.09.2017	ANAMBAH CONSTRUCTIONS		PROPOSED MEDIUM DENSITY DEVELOPMENT		
	E	05.06.2017	SITE ADDRESS		DRAWN	CHECK	SCALE
	A	04.11.2015	LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320		AP 04.11.2015		1:100
	REV.	DATE	DESCRIPTION		JOB No. 143/15	REV. F	SHEET 13/43

Anambah Constructions
Quality Masterbuilt Homes
Urb/C2 No 97810
PHONE: (02) 4934 8910

* WRITTEN DIMENSIONS TO TAKE
PREFERENCE OVER SCALE



UNIT 2 ELEVATIONS



urbanliving solutions		Anambah Constructions Gully Waterbury Road Rutherford NSW 2320 PHONE: (02) 4934 8510		CLIENT ANAMBAH CONSTRUCTIONS		PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT	
PLANS BY F 12.09.2017 RE-DESIGN UNIT 1, 6 UNITS TOTAL A 04.11.2015 ISSUED FOR CONSTRUCTION		SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320		DRAWN AP 04.11.2015		CHECK: SCALE 1:500	
REV DATE DESCRIPTION		REV DATE DESCRIPTION		JOB No. 143/15		REV. F	
PO Box 648 Rutherford NSW 2320 - V: (04) 002 099 - E: nrb@urbanliving.com.au ENERGY SMART DESIGN DEVELOPMENT & ASSESSMENT		PO Box 648 Rutherford NSW 2320 - V: (04) 002 099 - E: nrb@urbanliving.com.au ENERGY SMART DESIGN DEVELOPMENT & ASSESSMENT		PO Box 648 Rutherford NSW 2320 - V: (04) 002 099 - E: nrb@urbanliving.com.au ENERGY SMART DESIGN DEVELOPMENT & ASSESSMENT		PO Box 648 Rutherford NSW 2320 - V: (04) 002 099 - E: nrb@urbanliving.com.au ENERGY SMART DESIGN DEVELOPMENT & ASSESSMENT	

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE



NORTHERN ELEVATION





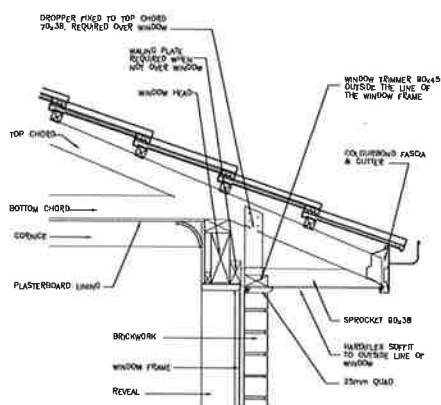
WESTERN ELEVATION



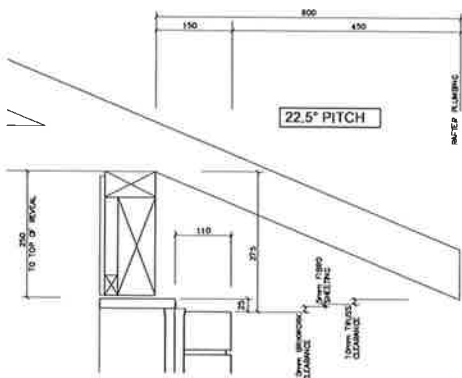
UNIT 2 ELEVATIONS



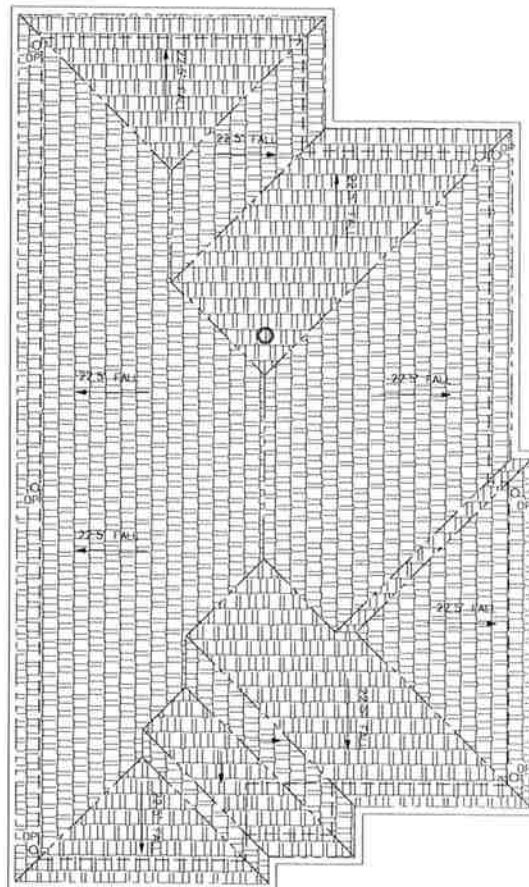
 <small>PO Box 948, Pitt Island NSW 2320 • PH: (041) 032 099 • E: info@urbanliving.com.au ENERGY SMART DESIGN DEVELOPMENT & ASSESSMENT</small>		 <small>Quality Modern Homes Licence 161791C PHONE: (02) 4934 8910</small>		CLIENT ANAMBAH CONSTRUCTIONS		PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT		
PLANS BY		REVISIONS		SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320		DRAWN AP 04.11.2015	CHECK: REV. F	SCALE 1:500
REV.		DATE		DESCRIPTION		JOB No. 143/15		SHEET 15/43
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE		DESCRIPTION		DESCRIPTION		
REV.		DATE						



SCALE 1:20



SCALE 1:10



UNIT 2

ROOF PLAN



 PO Box 648 Maitland NSW 2320 - M: 0401 002 099 - E: info@urbanlivingolutions.com.au ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT	PLANS BY				 Country Masterbuilt Homes SINCE 1978 PHONE: (02) 4934 8910	CLIENT	ANAMBAH CONSTRUCTIONS		PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT			
	F	12.09.2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL			SITE ADDRESS	LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320		DRAWN	AP 04.11.2015	CHECK:	SCALE 1:100
	A	04.11.2015	ISSUED FOR CONSTRUCTION			JOB No.	143/15		REV.	F		SHEET 18/43
	REV.	DATE	DESCRIPTION									



HOUSE:	106.92m2
GARAGE:	22.67m2
PATIO:	1.70m2
TOTAL:	131.29m2

maitland
city council
Approved Plans
NO. CC 19-937
CONSTRUCTION CERTIFICATE
6/12/2019



					CUSTOMER ANAMBAH CONSTRUCTIONS		PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT			
PLANS BY			DATE		SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320		DRAWN AP 04.11.2015		CHECK:	SCALE 1:100
F	12.09.2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL								
E	05.06.2017	ADD A/C								
A	04.11.2015	ISSUED FOR CONSTRUCTION								
REV.			DATE		DESCRIPTION		JOB No 143/15		REV. F	SHEET 19/43

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE



SOUTHERN ELEVATION




EASTERN ELEVATION

maitland
city council
Approved Plans
NO. DA 17-631
DEVELOPMENT APPLICATION
8/02/2018

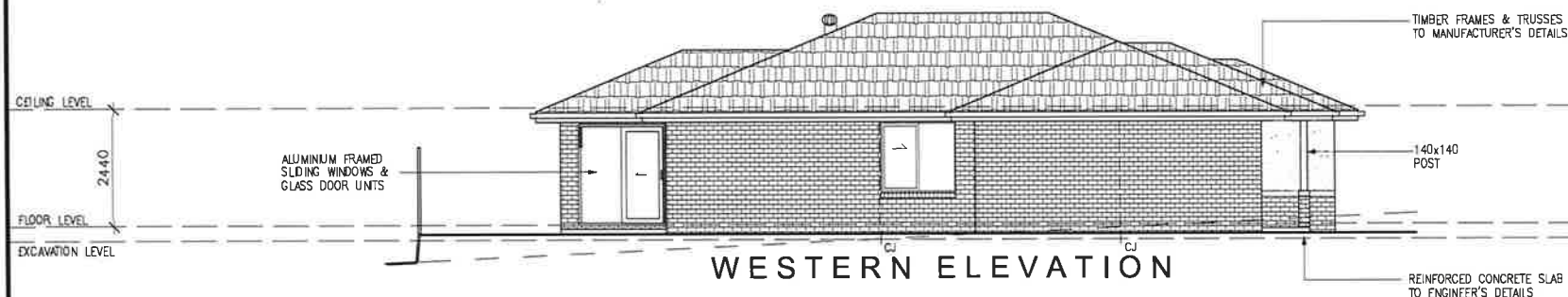
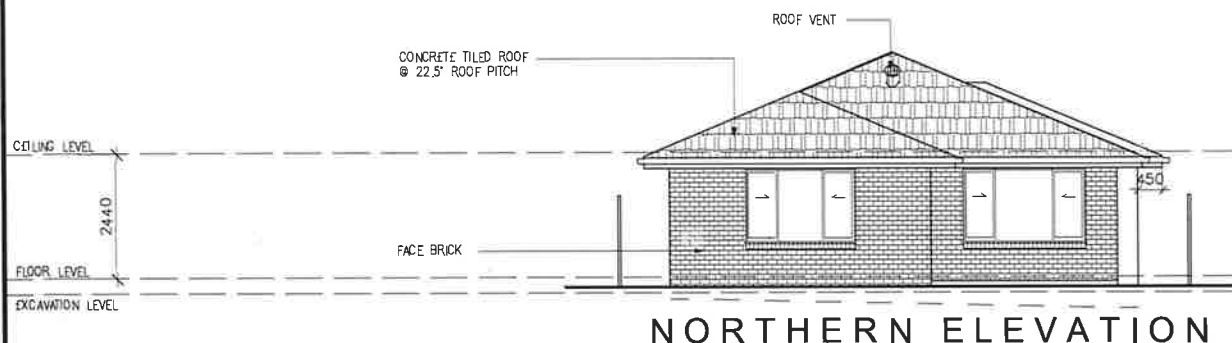
maitland
city council
Approved Plans
NO. CC 19-937
CONSTRUCTION CERTIFICATE
6/12/2019

**UNIT 3
ELEVATIONS**



 <div>PO Box 548, Wollombi NSW 2320 - P: 0401 002 069 - E: info@urbanliving.com.au ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT</div>	PLANS BY									<div><div>Anambah Constructions</div><div>Quality Residential Homes DESIGN & BUILD</div><div>PHONE: (02) 4934 8910</div></div>	CLIENT ANAMBAH CONSTRUCTIONS	PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT		
	F	12.09.2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL								SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320	DRAWN AP 04.11.2015	CHECK:	SCALE 1:500
	A	04.11.2015	ISSUED FOR CONSTRUCTION											
	REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION					JOB No. 143/15	REV. F	SHEET 20/43	

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE




UNIT 3 ELEVATIONS

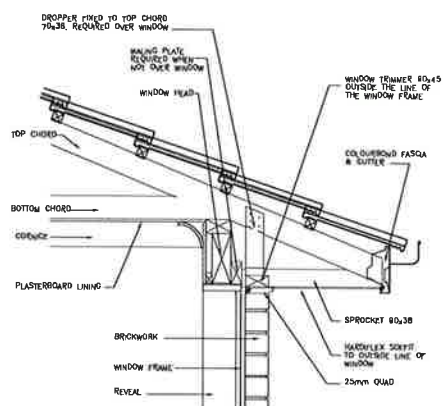


Certificate No. 0002364060
Assessor Name: Gavin Chambers
Assessment No. VIC/BD/V13/1491
Certificate date: 09 January 2018
Building Address:

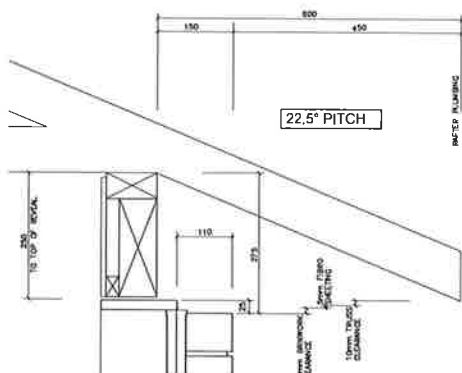
106 New England Highway
Rutherford, NSW
2320
www.rutherford.nsw.gov.au



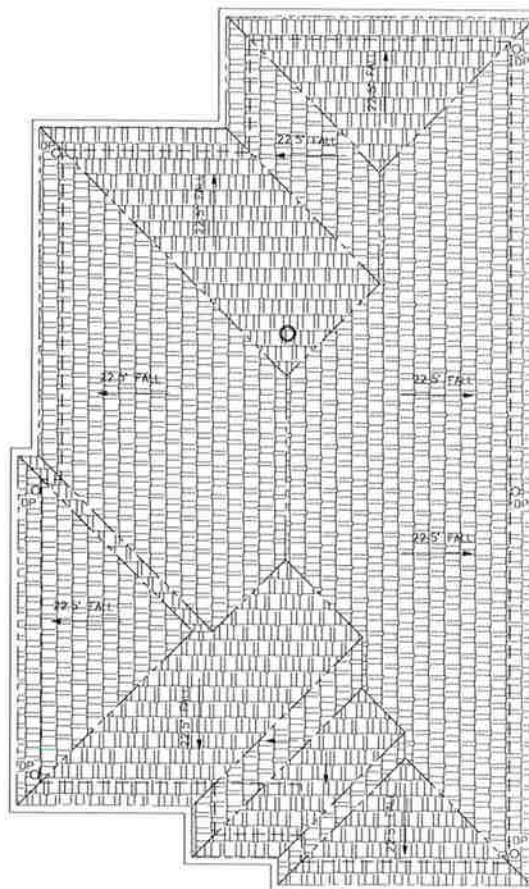
<div>PLANS BY</div> <div><div>PO Box 648 Rutherford NSW 2320 - P: 0401 002 096 - E: info@urbanliving.com.au ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT</div></div>						<div>Anambah Constructions</div> <div>Quality Masterbuilt Homes LEADER IN 1979°C PHONE: (02) 4934 8910</div>		<div>CLIENT</div> <div>ANAMBAH CONSTRUCTIONS</div>		<div>PROJECT</div> <div>PROPOSED MEDIUM DENSITY DEVELOPMENT</div>		
F	12.09.2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL						<div>SITE ADDRESS</div> <div>LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320</div>		<div>DRAWN</div> <div>AP 04.11.2015</div>	<div>CHECK:</div> <div></div>	<div>SCALE</div> <div>1:500</div>
E	05.08.2017	ADD A/C						<div>JOB No.</div> <div>143/15</div>	<div>REV.</div> <div>F</div>	<div>SHEET</div> <div>21/43</div>		
A	04.11.2015	ISSUED FOR CONSTRUCTION										
REV.	DATE	DESCRIPTION	REV.	DATE	DESCRIPTION							



SCALE 1:20



SCALE 1:10



maitland
city council

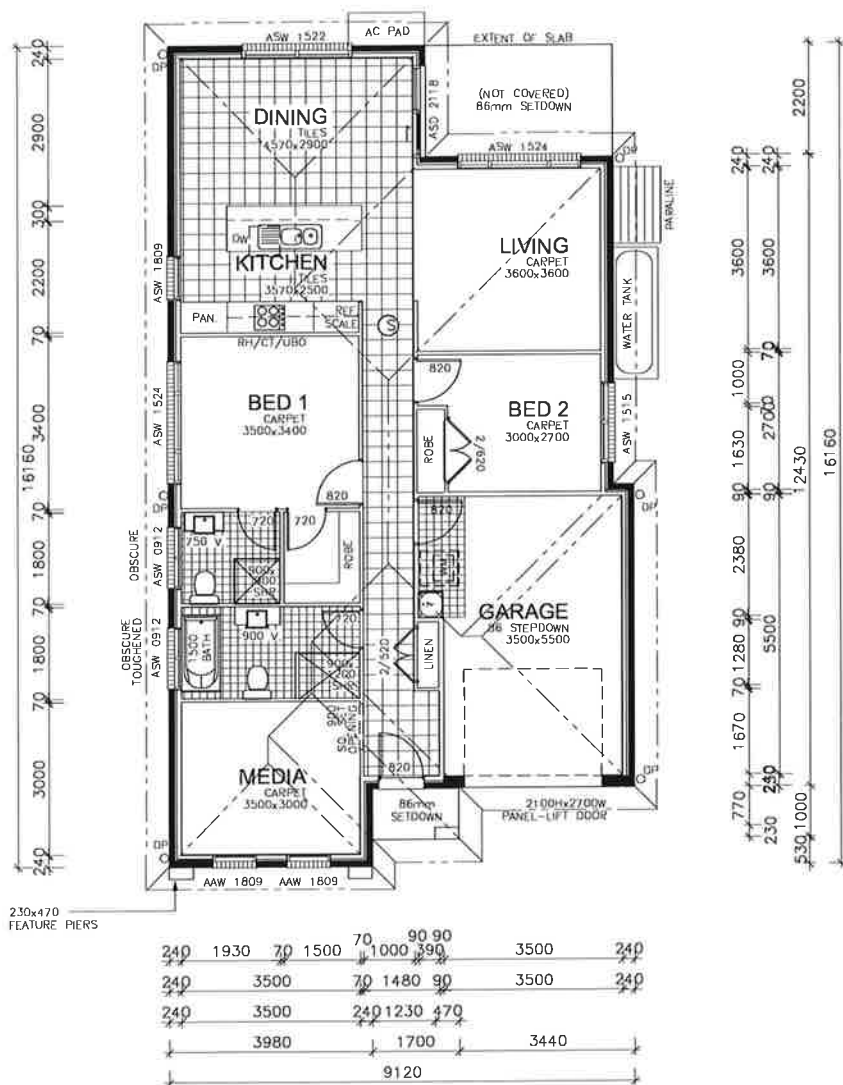
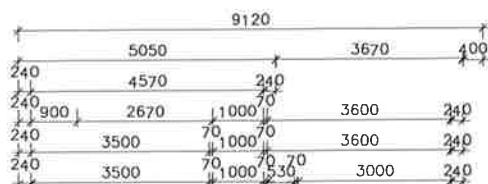
Approved Plans
NO. CC 19-937
CONSTRUCTION CERTIFICATE
6/12/2019



F	12.09.2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL
A	04.11.2015	ISSUED FOR CONSTRUCTION
REV.	DATE	DESCRIPTION

CLIENT
ANAMBAH CONSTRUCTIONS
SITE ADDRESS
LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320

PROJECT			PROPOSED MEDIUM DENSITY DEVELOPMENT		
DRAWN		CHECK:		SCALE	
AP 04.11.2015				1:100	
JOB No.		REV.		SHEET	
143/15		E		24/43	





maitland
city council

Approved Plans
NO. DA 17-831
DEVELOPMENT APPLICATION
8/02/2018

HOUSE: 106.92m²
GARAGE: 22.67m²
PATIO: 1.70m²
TOTAL: 131.29m²

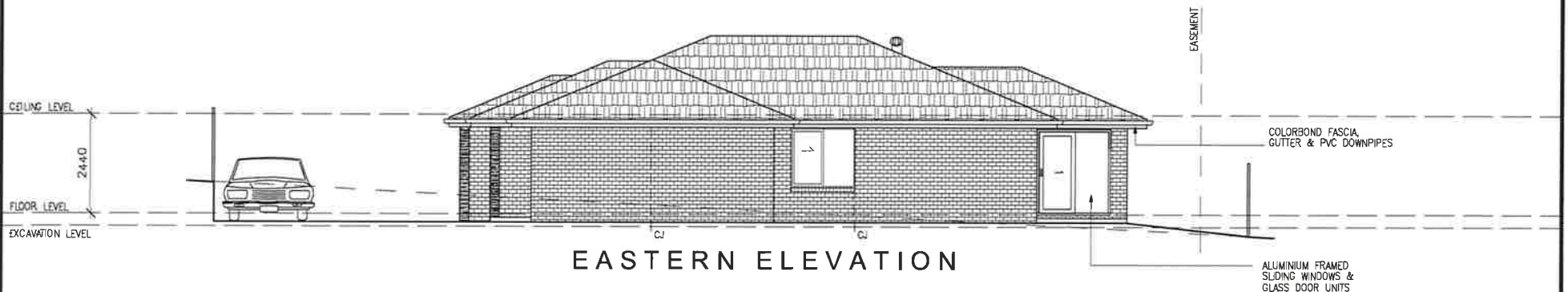


			PLANS BY						CLIENT ANAMBAH CONSTRUCTIONS		PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT				
PO Box 648 Millland NSW 2320 - M: 0401 002 099 - E: info@urbanlivingsolutions.com.au ENERGY SMART DESIGN DEVELOPMENT & ASSESMENT			F	12.09.2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL	Anambah Constructions Quality Residential Homes GOLD COAST NSW PHONE: (03) 4934 8910			SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320		DRAWN AP 04.11.2015	CHECK:	SCALE 1:100		
			E	05.06.2017	ADD A/C										
			A	04.11.2015	ISSUED FOR CONSTRUCTION										
<table><tr><td>REV.</td><td>DATE</td><td>DESCRIPTION</td></tr></table>			REV.	DATE	DESCRIPTION								JOB No. 143/15	REV. F	SHEET 25/43
REV.	DATE	DESCRIPTION													

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE



SOUTHERN ELEVATION





EASTERN ELEVATION

maitland
city council
Approved Plans
NO. DA 17-631
DEVELOPMENT APPLICATION
8/02/2018

maitland
city council
Approved Plans
NO. CC 19-937
CONSTRUCTION CERTIFICATE
6/12/2019

UNIT 4
ELEVATIONS



 <small>PO Box 646 Varsity NSW 2320 - V:0401 002 099 - E: info@urbanliving.com.au ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT</small>	PLANS BY									 <small>Quality Management System ISO 9001:2015</small> PHONE: (02) 4934 9910	CLIENT ANAMBAB CONSTRUCTIONS		PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT				
	F	12/09/2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL										SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320		DRAWN AP 04.11.2015	CHECK:	SCALE 1:500
	A	04/11/2015	ISSUED FOR CONSTRUCTION										JOB No. 143/15	REV F	SHEET 26/43		
	REV	DATE	DESCRIPTION			REV	DATE	DESCRIPTION									

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE

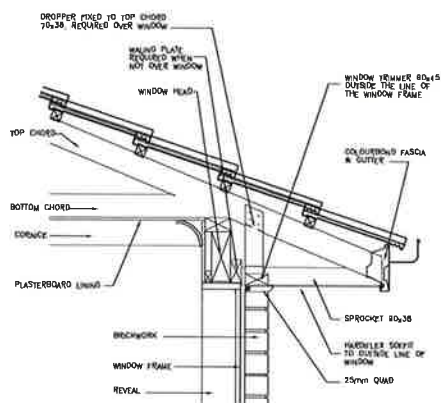


UNIT 4 ELEVATIONS

urbanliving solutions		Anambah Constructions Quality Masterbuilt Homes LICENCE NO: 8781-C PHONE: (02) 4934 8910		CLIENT ANAMBAH CONSTRUCTIONS		PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT		
PLANS BY F 12.09.2017 RE-DESIGN UNIT 1, 6 UNITS TOTAL E 05.06.2017 ADD A/C A 04.11.2015 ISSUED FOR CONSTRUCTION		SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320		DRAWN AP 04.11.2015		CHECK: REV. F		SCALE 1:500 SHEET 27/43
REV. DATE DESCRIPTION		REV. DATE DESCRIPTION						

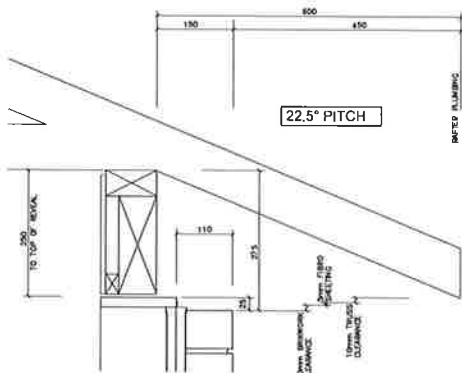
PO Box 548 Wia Wia NSW 2320 - P: (0401) 002 099 - E: info@urbanliving.com.au
ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE



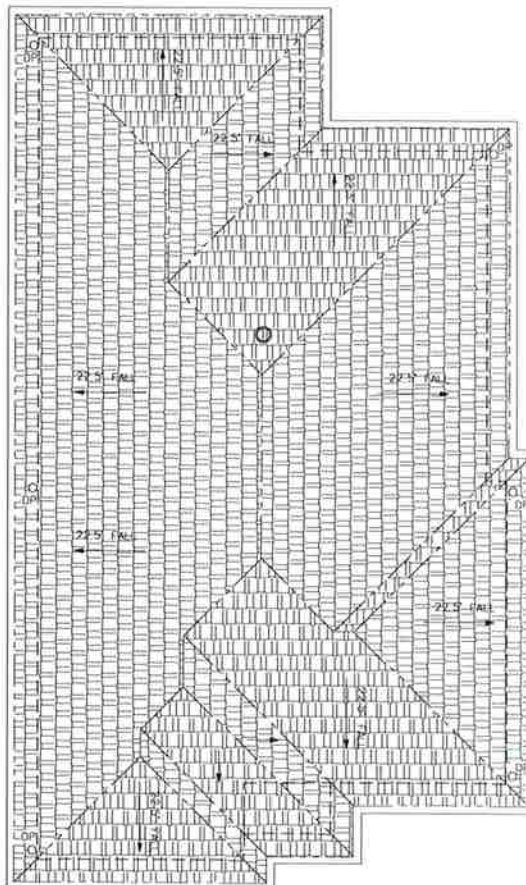
EAVE DETAIL

SCALE 1:20



DROP-OFF DETAIL

SCALE 1:10



UNIT 4 ROOF PLAN



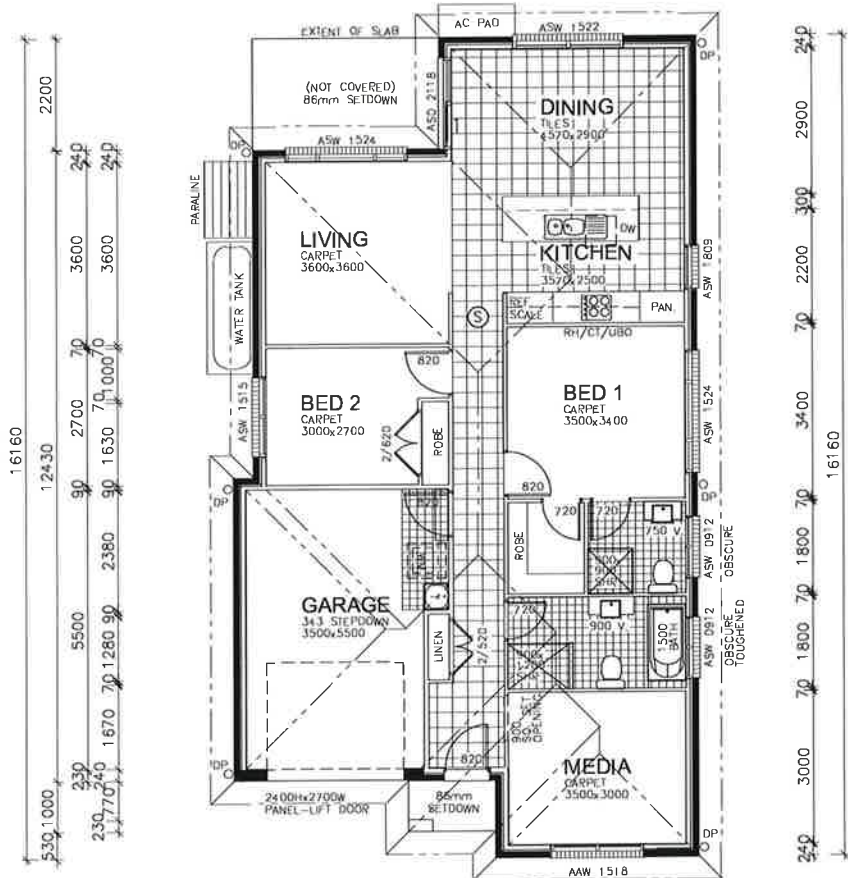
urbanliving solutions			Anambah Constructions <small>Quality Residential Homes UDOLLAH TRAC</small> PHONE: (02) 4934 8910		CLIENT ANAMBAH CONSTRUCTIONS	PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT
PLANS BY F 12.09.2017 RE-DESIGN UNIT 1, 5 UNITS TOTAL A 04.11.2015 ISSUED FOR CONSTRUCTION	REV DATE DESCRIPTION	SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320	DRAWN AP 04.11.2015 JOB No. 143/15	CHECK: SCALE 1:100 REV. F SHEET 30/43		

PO Box 648 Maitland NSW 2320 - M: 0401 082 089 - E: info@urbanlivingsolutions.com.au
ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE



	400	3670		9120		5050		240
			240		4570			240
340		3600	70	1000	2670	900		240
340		3600	70	1000	3500			240
240		3000	70	300	1000	3500		240



240	3500	90	90	70	1500	70	1930	240
240	3500	90	1480	70	3500			240
		470	1230	240	3500			240
	3440		1700		3980			
					9120			

maitland
city council
Approved Plans
NO. DA 17-831
DEVELOPMENT APPLICATION
8/02/2018

UNIT 5 FLOOR PLAN

HOUSE: 106.92m²
GARAGE: 22.67m²
PATIO: 1.70m²
TOTAL: 131.29m²

maitland
city council
Approved Plans
NO. CC 19-937
CONSTRUCTION CERTIFICATE
6/12/2019



urbanliving solutions PO Box 848 Maitland NSW 2320 - M: 0401 002 099 - E: info@urbanliving.com.au ENERGY SMART DESIGN DEVELOPMENT & ASSESSMENT			Anambah Constructions Quality Masterbuilt Homes VIC/CC/AS 1911-C PHONE: (02) 4934 6910		CLIENT: ANAMBAH CONSTRUCTIONS SITE ADDRESS: LOT 3, DP 1226029, 106 NEW ENGLAND HWY, RUTHERFORD NSW 2320		PROJECT: PROPOSED MEDIUM DENSITY DEVELOPMENT		
PLANS BY	F	12/09/2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL		DRAWN	AP	04.11.2015	CHECK:	SCALE
	E	05/06/2017	ADD A/C		JOB No.			REV.	SHEET
	A	04/11/2015	ISSUED FOR CONSTRUCTION						
REV.		DATE	DESCRIPTION						

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE




maitland
city council
Approved Plans
NO. DA 17-631
DEVELOPMENT APPLICATION
8/02/2018

maitland
city council
Approved Plans
NO. CC 19-937
CONSTRUCTION CERTIFICATE
6/12/2019

**UNIT 5
ELEVATIONS**

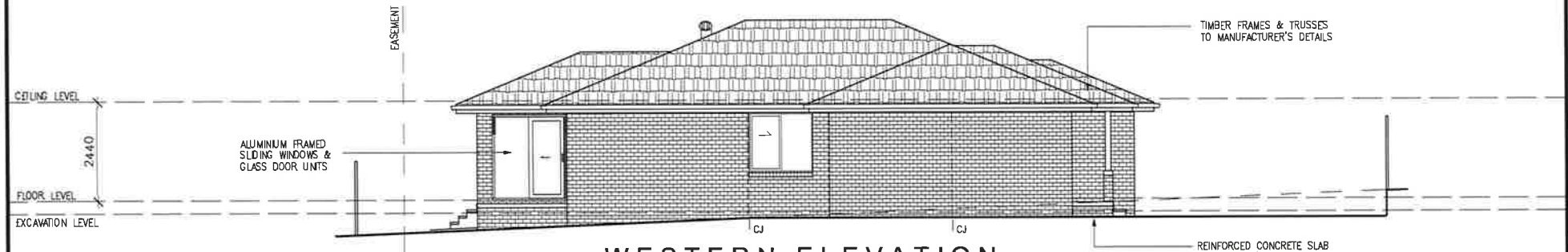


 <div>PO Box 948 Villand NSW 2320 - P: 0401 032 099 - E: info@urbanliving.com.au ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT</div>	PLANS BY			 <div>PHONE: (02) 4934 8810</div>	CLIENT ANAMBAH CONSTRUCTIONS	PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT		
	F	12.09.2017	RE-DESIGN UNIT 1, 5 UNITS TOTAL					
	A	04.11.2015	SSUD FOR CONSTRUCTION					
	REV.	DATE	DESCRIPTION			REV.	DATE	DESCRIPTION
<div>SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320</div>						DRAWN AP 04.11.2015	CHECK:	SCALE 1:500
						JOB No. 143/15	REV. F	SHEET 32/43

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE



NORTHERN ELEVATION



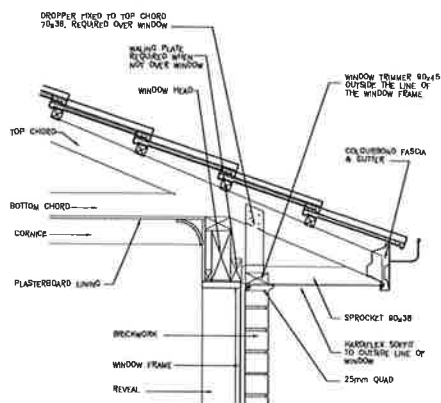
WESTERN ELEVATION



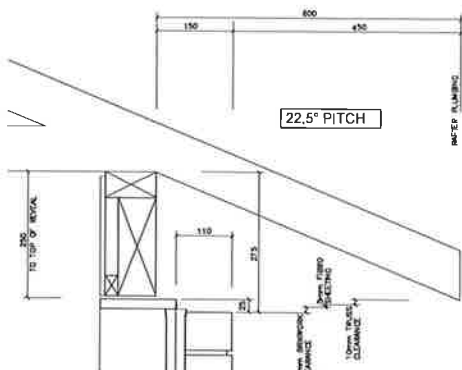
UNIT 5
ELEVATIONS



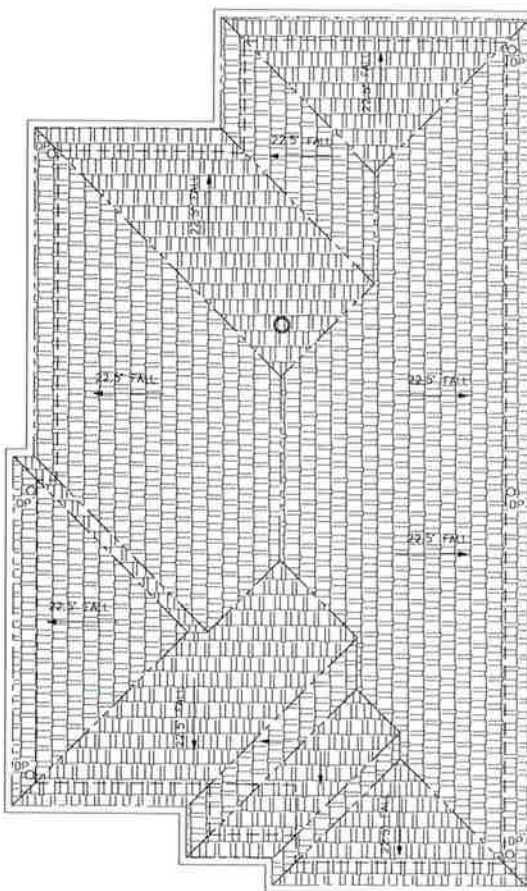
urbanliving solutions		Anambah Constructions Quality Masterbuilt Homes LICENSE NO: 97751C PHONE: (02) 4934 8910		CLIENT ANAMBAH CONSTRUCTIONS		PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT		
PLANS BY		SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320		DRAWN AP 04.11.2015		CHECK: REV F		SCALE 1:500
REV. DATE DESCRIPTION		REV. DATE DESCRIPTION		JOB No. 143/15		SHEET 33/43		
F 12.09.2017 RE-DESIGN UNIT 1, 6 UNITS TOTAL								
E 05.06.2017 ADD A/C								
A 04.11.2015 ISSUED FOR CONSTRUCTION								



SCALE 1:20



SCALE 1:10



UNIT 5 ROOF PLAN

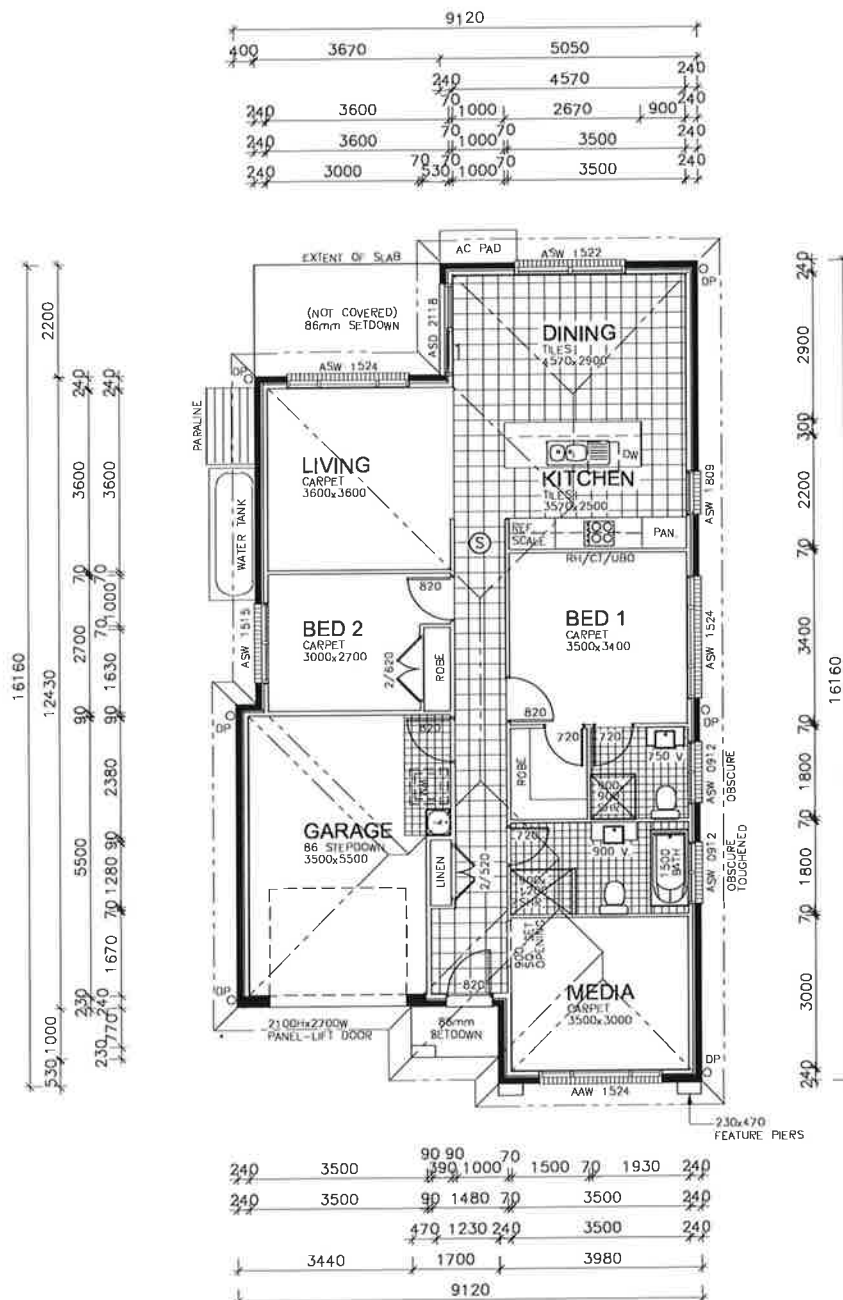
maitland
city council
Approved Plans
NO. CC 19-937
CONSTRUCTION CERTIFICATE
6/12/2019

maitland
city council

Approved Plans
NO. DA 17-831
DEVELOPMENT APPLICATION
8/02/2018

		PLANS BY				CLIENT ANAMBAH CONSTRUCTIONS		PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT		
PO Box 648 Milland NSW 2320 - M: 0481 002 099 - E: info@urbanlivingproductions.com.au ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT		F	12.09.2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL		SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320		DRAWN AP 04.11.2015	CHECK:	SCALE 1:100
		A	04.11.2015	ISSUED FOR CONSTRUCTION		Grimity Newcastle Branch 09/06/16 9/16/16		JOB No 143/15	REV. F	SHEET 36/43
		REV.	DATE	DESCRIPTION		PHONE: (02) 4934 8910				

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE



maitland
city council
Approved Plans
NO. DA 17-831
DEVELOPMENT APPLICATION
8/02/2018

UNIT 6 FLOOR PLAN

HOUSE: 106.92m²
GARAGE: 22.67m²
PATIO: 1.70m²
TOTAL: 131.29m²

maitland
city council
Approved Plans
NO. CC 19-937
CONSTRUCTION CERTIFICATE
6/12/2019





 PO Box 648 Maitland NSW 2320 • N: 0401 002 099 • E: info@urbanlivingsolutions.com.au ENERGY-SMART DESIGN, DEVELOPMENT & ASSESSMENT	PLANS BY		F	12.09.2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL	Anambah Constructions Quality Mainstreet Homes URBANLIVING 17/81C PHONE: (02) 4934 8910	CLIENT ANAMBAH CONSTRUCTIONS SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320	PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT		
	E	05.06.2017			ADD A/C			DRAWN	CHECK	SCALE
	D	30.03.2017			RE POSITION UNITS 6 & 7			AP 04.11.2015		1:100
	A	04.11.2015			ISSUED FOR CONSTRUCTION			JOB No.	REV.	SHEET
	REV	DATE			DESCRIPTION			143/15	F	37/43

* WRITTEN DIMENSIONS TO TAKE
PREFERENCE OVER SCALE



UNIT 6
ELEVATIONS

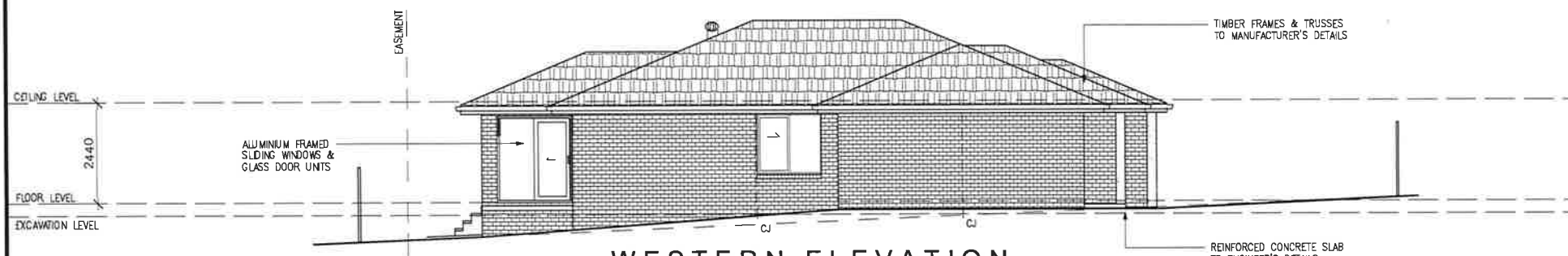


 <p>PO Box 648 Wollumbi NSW 2320 - P: 0401 002 099 - E: info@urbanliving.com.au ENERGY SMART DESIGN DEVELOPMENT & ASSESSMENT</p>	PLANS BY							 <p>Quality Construction & Home LIVING IN THE C</p> <p>PHONE: (02) 4934 8910</p>	CLIENT ANAMBAH CONSTRUCTIONS	SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320	PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT		
	F	12.09.2017	RE-DESIGN UNIT 1, 6 UNITS TOTAL								DRAWN AP 04.11.2015	CHECK:	SCALE 1:500
	D	30.03.2017	RE POSITION UNITS 6 & 7										
	A	04.11.2015	ISSUED FOR CONSTRUCTION								JOB No. 143/15	REV. F	SHEET 38/43
	REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION							

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE



NORTHERN ELEVATION





WESTERN ELEVATION



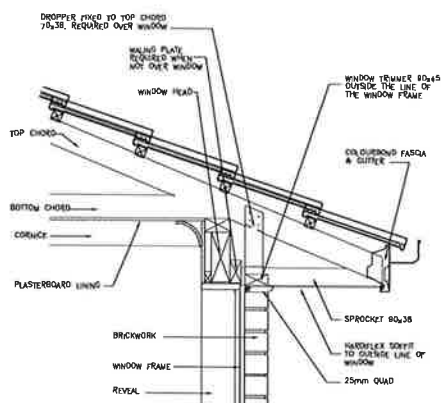
UNIT 6
ELEVATIONS



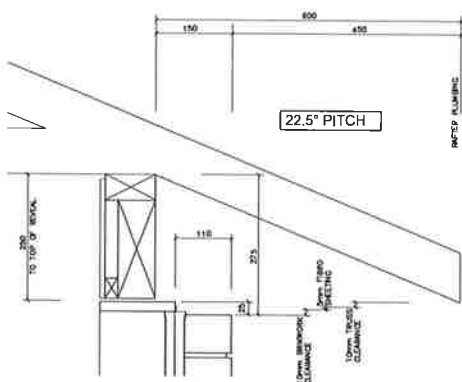
 urbanliving solutions		PLANS BY								 Anambah Constructions Quality Masterbuilt Homes LICENCE NUMBER PHONE: (02) 4934 8910		CLIENT ANAMBAH CONSTRUCTIONS		PROJECT PROPOSED MEDIUM DENSITY DEVELOPMENT		
		F	12.09.2017	RE-DESIGN UNIT 1, 5 UNITS TOTAL								SITE ADDRESS LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320		DRAWN AP 04.11.2015	CHECK: F	SCALE 1:500
		E	05.06.2017	ADD A/C										JOB No. 143/15	REV. F	SHEET 39/43
		A	04.11.2015	ISSUED FOR CONSTRUCTION												
PO Box 648 Wileland NSW 2320 - V:0481 032 099 - E: info@urbanliving.com.au ...S MERRY SVANT DESIGN DEVELOPMENT & ASSESSMENT		REV.	DATE	DESCRIPTION		REV.	DATE	DESCRIPTION								

PO Box 646 Yvonneville NSW 2320 - V: 0401 032 099 - E: info@urbanliving.com.au
ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT

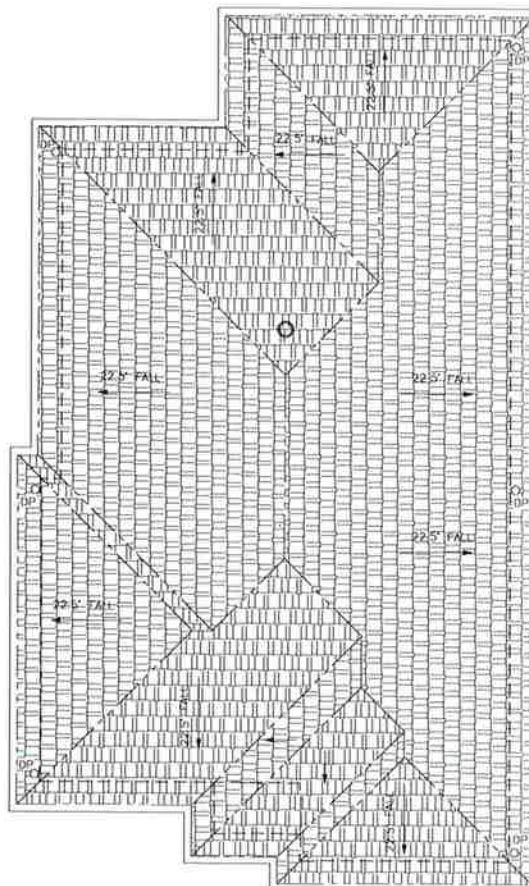
* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE



EAVE DETAIL
SCALE 1:20



DROP-OFF DETAIL
SCALE 1:10



UNIT 6 ROOF PLAN

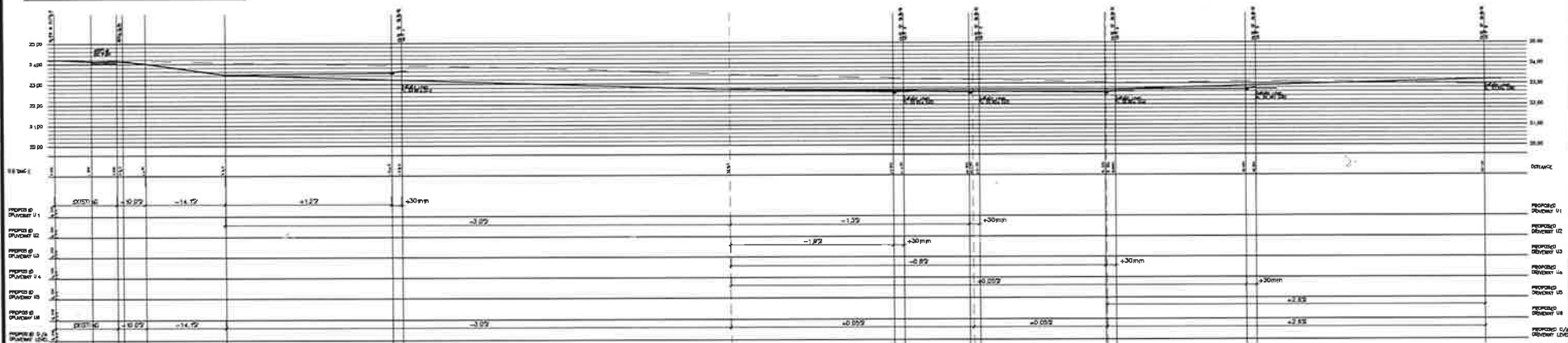
maitland
city council
Approved Plans
NO. CC 19-937
CONSTRUCTION CERTIFICATE
6/12/2019

maitland
city council
Approved Plans
NO. DA 17-631
DEVELOPMENT APPLICATION
8/02/2018

 PO Box 648 Maitland NSW 2320 • M: 0421 002 089 • E: info@urbanliving.com.au ENERGY SMART DESIGN, DEVELOPMENT & ASSESSMENT	PLANS BY		 Quality Materials Homes UDC809 9/8/10 PHONE: (02) 4934 8510	CLIENT	PROJECT			
				ANAMBH CONSTRUCTIONS	PROPOSED MEDIUM DENSITY DEVELOPMENT			
	F	12.09.2017		RE-DESIGN UNIT 1, 6 UNITS TOTAL	SITE ADDRESS	DRAWN	CHECK:	SCALE
	A	04.11.2015		ISSUED FOR CONSTRUCTION	LOT 3, DP 1226029 106 NEW ENGLAND HWY RUTHERFORD NSW 2320	AP 04.11.2015		1:100
	REV.	DATE		DESCRIPTION		JOB No.	REV.	SHEET
				143/15	F	42/43		

Anambah Constructions
Quality Residential Homes
USBC MEMBERS SINCE 2010
PHONE: (02) 4934 6810

* WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALE



DRIVEWAY PROFILE

maitland
city council

Approved Plans
NO. CC 19-937
CONSTRUCTION CERTIFICATE
6/12/2019

maitland
city council

Approved Plans
NO. DA 17-631
DEVELOPMENT APPLICATION
8/02/2018

 SUMMARY OF BASIX COMMITMENTS	
<p>This is a summary of the BASIX Commitments as stated in the BASIX Certificate. Failure to comply with the BASIX Certificate is an offence under the BASIX Act 2008.</p> <p>The following specification details the requirements to achieve BASIX Compliance as indicated on the BASIX Certificate. Once the development is completed, the BASIX Certificate will be issued. If you do not want to include these requirements or need other information, please contact ecorate immediately.</p>	
<p>WATER COMMITMENTS</p> <p>Features</p> <p>2 Star Shower Heads Yes 4.5-6.0L/min</p> <p>4 Star Kitchen / Basin Taps Yes 4.5-6.0L/min</p> <p>Alternative Water</p> <p>Minimum Tank Size (L) 1500L Collected from Roof Area (m²) 100%</p> <p>Tank Connected To:</p> <p>AS Toilets Yes Laundry With Cold Tap Yes</p> <p>One Outdoor Tap Yes</p> <p>THERMAL COMFORT COMMITMENTS - Refer to TPA Specification on plans</p> <p>ENERGY COMMITMENTS</p> <p>Hot Water Gas instantaneous - 5.5 Stars</p> <p>Cooling System Living None</p> <p>Heating System Living None</p> <p>Bedrooms None</p> <p>Bathrooms 1/1 Fan not ducted 2-6 Fan not ducted Manual on/off</p> <p>Kitchens 1/1 Fan not ducted 2-6 Fan not ducted Manual on/off</p> <p>Laundry 1/1 Fan not ducted 2-6 Fan not ducted Manual on/off</p> <p>NATURAL LIGHTING</p> <p>Windows - Daylight in Kitchen House 1 House 2 All other's</p> <p>Windows - Daylight in Bathroom/Toilets Yes to 0 2 2</p> <p>ARTIFICIAL LIGHTING</p> <p>Number of bedrooms None None None</p> <p>Number of Living/Dining rooms None None None</p> <p>Number of Kitchens None None None</p> <p>Number of Bathrooms/Toilets None None None</p> <p>Number of Laundry None None None</p> <p>Number of LED lights None None None</p> <p>Number of LED lights in Bathrooms/Toilets None None None</p> <p>Number of LED lights in Laundry None None None</p> <p>OTHER COMMITMENTS</p> <p>Outdoor clothes line Yes Ventilated refrigerator space No</p> <p>Save On Gas cooking & electric oven</p>	

December 2017 BSA Reference: 12294

Building Sustainability Assessments Ph: (02) 4362 3439

enquiries@buildingsustainability.net.au www.buildingsustainability.net.au

Important Note

The following specification was used to achieve the thermal performance values indicated on the Assessor Certificate and takes precedence over any other specification. If different construction elements are applied then the Assessor Certificate is no longer valid.

Thermal Performance Specifications (does not apply to garage)

External Wall Construction Added insulation
Brick Veneer & Lightweight R1.5

Internal Wall Construction Added insulation
Plasterboard on studs none

Ceiling Construction Added insulation
Plasterboard R3.5 to ceilings adjacent to roof space

Roof Construction Colour Added insulation
Tile Any none

Floor Construction Covering Added insulation
Concrete As drawn none

Windows Glass and frame type U Value SHGC Range Area sq m

ALM-001-01 A Aluminium Type A Single clear 6.70 0.51 - 0.63 As drawn

ALM-002-01 A Aluminium Type B Single clear 6.70 0.63 - 0.77 As drawn

Type A windows are awning windows, bifolds, casements, tilt 'n' turn windows, entry doors, french doors

Type B windows are double hung windows, sliding windows & doors, fixed windows, stacker doors, couriers

Skylights Glass and frame type U Value SHGC Area sq m

U and SHGC values are according to AFRC. Alternate products may be used if the U value is lower and the SHGC is within the range specified

External Window Shading (eaves, verandahs, pergolas, awnings etc)

All shade elements modelled as drawn

Ceiling Penetrations (downlights, exhaust fans, flues etc)

No adjustment has been made for losses to insulation arising from ceiling penetrations.



PLANS BY

Urbanliving
solutions

PO Box 546 Waukegan NSW 2209 - P: (0401) 002 299 - E: info@urbanliving.com.au

ENERGY SMART DESIGN DEVELOPMENT & ASSESSMENT

REV.	DATE	DESCRIPTION	REV.	DATE	DESCRIPTION

Anambah Constructions
Country Lifestyle Builders
LICENCE NO: 87750

PHONE: (02) 4934 8910

CLIENT
ANAMBAH CONSTRUCTIONS

SITE ADDRESS
**LOT 3, DP 1226029
106 NEW ENGLAND HWY
RUTHERFORD NSW 2320**

PROJECT
PROPOSED MEDIUM DENSITY DEVELOPMENT

DRAWN
AP 04.11.2015

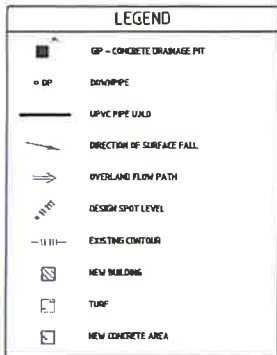
CHECK:
F

SCALE
1:200

JOB No.
143/15

REV.
F

SHEET
43/43



maitland
city council

Approved Plans
NO. DA 17-631
DEVELOPMENT APPLICATION
8/02/2018

DRAINAGE NOTES

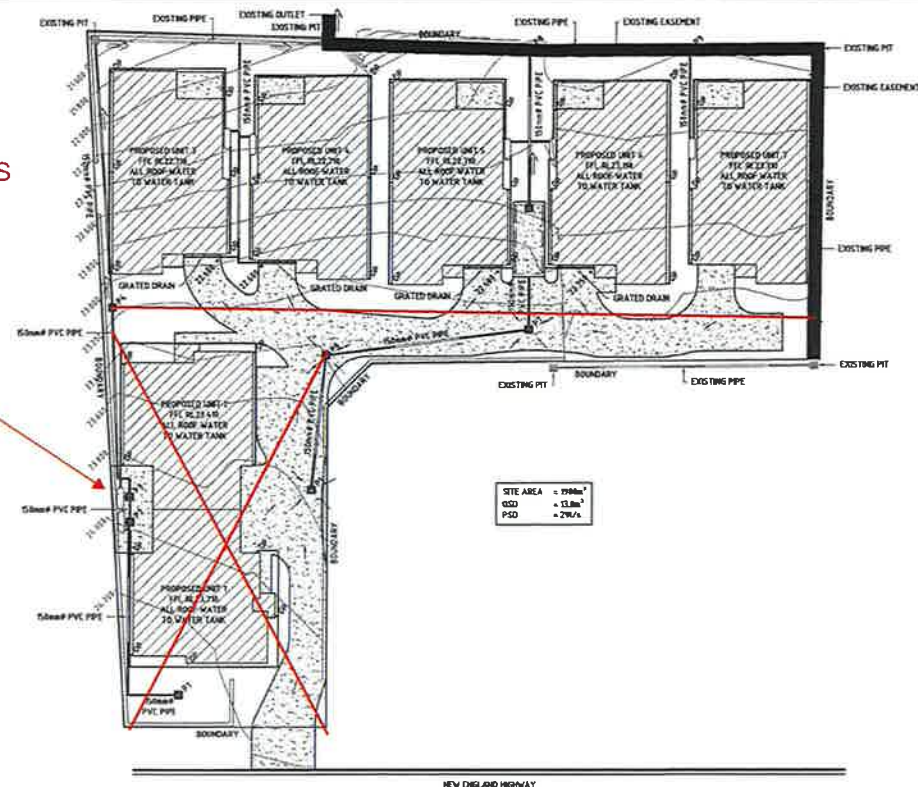
- ALL WORK IS TO BE DONE IN ACCORDANCE WITH AS 3500.3
- ALL EXISTING SERVICES ARE TO BE IDENTIFIED AND LOCATED BY CONTRACTOR PRIOR TO COMMENCING WORK.
- REFER TO ARCHITECTURAL PLANS FOR BUILDINGS AND DRIVEWAY SETOUT.
- ALL PIPES TO BE UPVC UNLESS NOTED OTHERWISE.
- UPVC PIPES TO BE SEVEN GRADE ON TO AS 1518.
- MINIMUM PIPE FALLS: 0.01
- LEVELS SHALL BE 15mm RANDOM UNLESS NOTED OTHERWISE.
- EXCEPT IN INSTANCES WHERE SUCH DEVIATION COULD HAVE ADVERSE EFFECTS, IN WHICH CASE, THE ENGINEER SHALL BE CONTACTED.
- ALL DOWNPIPES TO CONNECT TO NEAREST UPVC PIPE.
- 50mm MIN COVER TO ALL PIPES.
- PIPE LOCATIONS ARE DIAGNOSTIC. FINAL POSITIONS SHALL CONFORM WITH THE INTENT OF THIS DESIGN.
- THE CONTRACTOR SHALL ADEQUATELY SHIELD PIPES AGAINST CONSTRUCTION AND PERMANENT LOADS. WHERE ADEQUATE COVER CANNOT BE PROVIDED, PIPES SHALL BE ENCASED IN CONCRETE.
- UNLESS NOTED OTHERWISE, WHERE A PIT INVERT IS BELOW THE INVERT OF THE LOWEST OUTLET PIPE, THE CONTRACTOR SHALL EITHER PROVIDE DRAINAGE HOLES IN THE BASE OF THE PIT OR ELSE FILL THE BASE OF THE PIT WITH MASS CONCRETE TO THE INVERT OF THE LOWEST OUTLET PIPE.
- WHERE REQUIRED BY REGULATIONS, STEP BRIMS IN ACCORDANCE WITH AS1518 SHALL BE INSTALLED IN DEEP PITS/TANKS TO ALLOW ACCESS FOR MAINTENANCE. PIT COVERS OVER DEEP PITS SHALL BE "CHILD-PROOFED" BY BOLTING THEM DOWN, EXCEPT WHEN THE COVER WEIGHS MORE THAN 30kg.
- ALL INVERTS/SURFACES SHALL BE GRADED SUCH THAT THEY ARE FREE DRAINING. YARD PITS SHALL BE PROVIDED AS REQUIRED.
- WHERE REQUIRED BY THE PRINCIPAL CERTIFIER, WORK AS EXECUTED DETAILS SHALL BE PREPARED BY A REGISTERED SURVEYOR/CHARTERED PROFESSIONAL ENGINEER VERIFYING THAT THE DRAINAGE SYSTEM HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE DRAWINGS. ANY DEVIATIONS FROM THE APPROVED PLANS SHALL BE NOTED AND BROUGHT TO THE ATTENTION OF THE ENGINEER. ADEQUATE INSPECTIONS SHOULD BE CARRIED OUT DURING THE COURSE OF CONSTRUCTION.
- ANY PROPOSED ALTERATIONS TO THE DETAILS SHOWN ON THE DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
- LEAF SCREENS, SALT CONTROLS AND ANY OTHER POLLUTION CONTROL DEVICES SHALL BE REGULARLY SERVICED TO ENSURE THAT THE DRAINAGE SYSTEM REMAINS UNBLOCKED AND OPERATES AS ORIGINALLY INTENDED.
- OVERLAND FLOW PATHS SHALL BE REGULARLY MAINTAINED AND KEPT FREE OF OBSTRUCTIONS TO THE FLOW OF WATER.

ALL LEVELS TO BE CONFIRMED ON SITE PRIOR TO COMMENCEMENT OF WORK

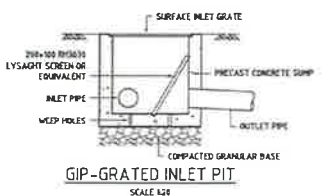
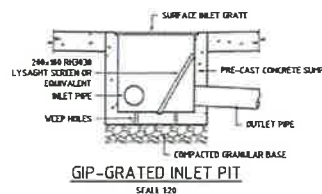
**EXCEPT AS MODIFIED BY
STORMWATER CONCEPT (PLAN 5
OF 43 REDUCING THE UNIT
DEVELOPMENT FROM 7 DWELLINGS
UNITS TO 6 DWELLING UNITS (SEE
THE SCHEDULE OF DOCUMENTS
FOR DA 17-631**

maitland
city council

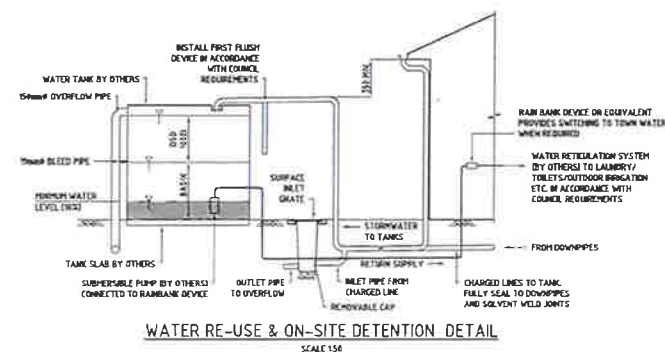
Approved Plans
NO. CC 19-937
CONSTRUCTION CERTIFICATE
6/12/2019



DRAINAGE LOCATION PLAN
SCALE 1:200



PIT SCHEDULE						
PIT	GIP RL (m)	INVERT RL (m)	DEPTH (mm)	SIZE (mm)	TYPE	OUTLET PIPE (mm)
P1	23.594	23.950	356	600x400	GP	150mm
P2	23.230	22.780	450	600x400	GP	150mm
P3	23.294	22.750	544	600x400	GP	150mm
P4	22.790	22.250	540	600x400	GP	150mm
P5	23.360	22.540	820	600x400	GP	150mm
P6	23.554	22.380	1274	600x400	GP	150mm
P7	22.540	22.160	380	600x400	GP	150mm
P8	22.264	21.980	284	600x400	GP	EXISTING 150mm
P9	22.430	21.410	1020	600x400	GP	EXISTING 150mm



THOMAS
ENGINEERING

114 Baren Street, PO Box 74, Kurri Kurri NSW 2327
Phone 02 4937 1562 AS/NZS 6106:1951
www.thomaseng.com.au

DO NOT SCALE

ENGINEERS AUSTRALIA
MEMBER

DIAL BEFORE YOU DIG
www.1100.com.au

ANAMBACH CONSTRUCTIONS Pty Ltd				DATE	14/02/20
LOT 1 & LOT 2, DP 302226 & DP 302210, NEW ENGLAND HWY, RUTHERS DRG, NSW 2327				PROJECT NO.	170154
DRAINAGE LOCATION PLAN, NOTES AND DETAILS				PROJECT NAME	170154
ADAM DAVIES				PROJECT NO.	170154
1:200, 1:50, 1:20				PROJECT NAME	170154
TIMOTHY WILLIAMS				PROJECT NO.	170154
A1				PROJECT NAME	170154
170154				PROJECT NO.	170154
D01				PROJECT NAME	170154

* MEET IN TO ARCHITECTURAL PLAN FOR SITE OUT DRAINING
 * SLAB TO BE LAY ON 200MM THICK WATERPROOF MEMBRANE ON 50mm
 THICK LEVELLING LAY OF SAND OVER NATURAL CLAY GROUND OR
 COMPACTED FILL.
 * PROVIDE ALL VEGITATION FROM BENEATH THE SLAB
 * SUB-BASE AND ANY OTHER LAY TO BE THOROUGHLY COMPACTED
 WHERE ROCK IS ENCOUNTERED, CONTACT THOMAS & ASSOCIATES FOR
 FURTHER INSTRUCTIONS
 * DIRECT ANY STORM WATER AWAY FROM DWELLING
 * ALL CONCRETE TO BE TO BE IN ACCORDANCE WITH BS 4620
 * LAF ALL MESH TIAL 150mm x 25mm
 * LAF ALL BARS 6mm DIA
 * REINFORCEMENT IS REPRESENTED DIAGNOSTICALLY AND ITS
 NECESSITY IS SHOWN IN THIS PRODUCTION
 * CONCRETE TO BE NON-COMBUSTIBLE, FULLY SUPPORTED BY ITS
 POSITION DURING CONCRETING BY APPROVED BAR CHAIRS, SPACERS OR
 SUPPORT BARS.
 * AT CORNERS, JOINTS SLAB TO EVERY 2ND REINBAR & FORM
 JOINTS, JOINTED JOINT OR SAW CUT AT 24 HOURS.
 * PROVIDE TENSILE PROTECTION IN ACCORDANCE WITH BS 4620
 * EXPOSE ALL PAINT FOOTINGS ARE MINIMUM 150mm IN NATURAL GROUND
 * SLAB & FOOTINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH
 CLAUSE 11.13, 14 & 15 OF BS 4620
 * ALL SPECIAL REQUIREMENTS IN ACCORDANCE WITH BS 4790 HAVE
 BEEN DESIGNED IN ACCORDANCE WITH ENGINEERING PRINCIPLES.

TILED AREAS:
AS2070 MAKES THE FOLLOWING RECOMMENDATIONS FOR SLAB SHRINKAGE CONTROL IN TILED AREAS GREATER THAN 100m² WHERE BRITTLE FLOOR COVERINGS ARE TO BE USED. EXTRA MEASURES SHALL BE TAKEN TO CONTROL THE EFFECTS OF SHRINKAGE CRACKING. SUCH MEASURES INCLUDE ONE OR MORE OF THE FOLLOWING:

6) THE AMOUNT OF SHRINKAGE REINFORCEMENT SHALL BE INCREASED TO 5.92 DB EQUIVALENT THROUGHOUT THE AFFECTED SLAB PANEL.

6. THE WEDGING SYSTEM FOR BRITTLE COVERING SHALL BE SELECTED ON THE BASIS OF THE EXPECTED SLAB MOVEMENT AND THE CHARACTERISTICS OF THE FLOORING SYSTEM.

NOTE: A MINIMUM PERIOD OF 3 MONTHS DRYING OF THE CONCRETE IS USUALLY REQUIRED BEFORE PLACEMENT OF THE BRITTLE FLOOR COVERINGS.

CONCRETE SPECIFICATIONS	
ELEMENT	STRENGTH f_c 'S
STRIP FOOTINGS	25MPa
PAV FOOTINGS	25MPa
SLABS ON GROUND	25MPa
DRIVEWAYS/CLIFFERS	25MPa
SUSPENDED SLABS	32MPa
COLUMNS	32MPa
STAIRS	32MPa
WALLS	32MPa

CONFIRM ANY DISCREPANCIES WITH THOMPSON AND ASSOCIATES CONSULTING PRIOR TO CONSTRUCTION

ACCEPTABLE

ACCEPTABLE

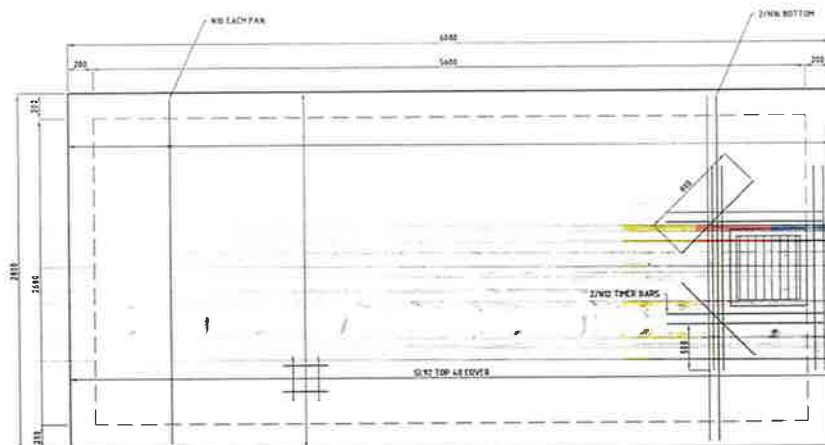
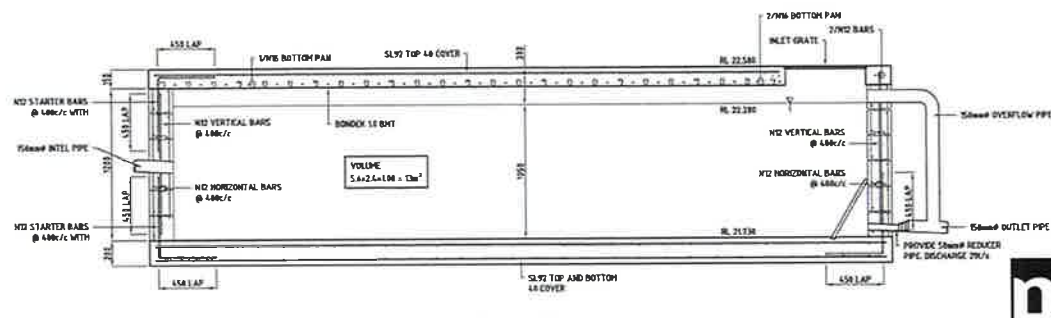
ACCEPTABLE

NOT ACCEPTABLE

METHOD OF LAPPING MESH

BLOCKWORK

- HORIZONTAL REINFORCEMENT IN WALLS TO BE SPLICED AT JOINTS IN WALLS AND CORNERS.
- LAP ALL BARS 600mm UNDO
- PROVIDE T" SHAPED CLEAN OUT BLOCK AT BASE OF WALL, WITH HORIZONTAL BAR FROM TOP OF THIS BLOCK.
- PROVIDE VERTICAL CONTROL JOINTS @ 6m c/c MAX.
- CORE-FILL WITH 20MPa, 10mm AGGREGATE, GROUT.
- FILL ALL REQUIRED GUES & THOROUGHLY COMPACT GROUT, ENSURING NO VOIDS ARE LEFT.
- REMOVE ALL HORIZONTAL BARS PROTRUDING INTO WALLS.
- ALL GROUTING TO BE IN ACCORDANCE WITH AS 3700.

OSD TANK PLAN
SCALE 1:20

OSD TANK DETAIL
SCALE 1/20

maitland
city council
Approved Plans
NO. CC 19-937
CONSTRUCTION CERTIFICATE
6/12/2019

maitland
city council

Approved Plans
NO. DA 17-631
DEVELOPMENT APPLICATION
8/02/2018

THOMAS
ENGINEERING

114 Barton Street, PO Box 76, Kari Kurri NSW 2327
Phone 82 4537 1582 AIN 65 106 182 651
www.thomases.com.au

DO NOT SCALE

THIS DRAWING IS
FOR INFORMATION ONLY.
IT IS NOT TO BE USED
FOR CONSTRUCTION.
ANY CHANGES TO THE
DESIGN MUST BE
APPROVED BY THE
DESIGNER.

**ENGINEERS
AUSTRALIA**
Chartered Institution of Engineers
MEMBER



**DIAL BEFORE
YOU DIG**

www.1100.com.au

[illegible]

CONSTRUCTION CERTIFICATE

Clause 148 Modification



Environmental Planning and Assessment Regulation 2000

APPLICANT:

Pride Built Homes
25D Sandringham Avenue
THORNTON NSW 2322

LAND:

106 New England Highway, Maitland

DEVELOPMENT:

Clause 148 Modification - Amend BCA Class

With reference to the application to modify the Construction Certificate submitted on 10/05/2022 the terms in respect of Construction Certificate No CC/2019/937:1 pursuant to Clause 148 of the Environmental Planning and Assessment Regulation 2000 are hereby modified in the manner and to the extent indicated hereunder:

1. *Modification of the Construction Certificate to amend the building class from a 2 to a 1a*

I certify that the proposed work completed in accordance with documentation accompanying the application for the certificate (with such modifications verified by the certifying authority as may be shown on that documentation) will comply with the requirements of this Regulation as are referred to in section 6.6 of the Environmental Planning and Assessment Act, 1979.

Amended Construction Certificate Issued:

16 May 2022

Daniel Beckett

Accreditation Number: BDC1609

This notice should be retained and read in conjunction with the original Construction Certificate issued on 6 December 2019. Please note the date of consent for the development remains the original endorsement date, and that the consent lapses 5 years from this original endorsement date unless the conditions of consent specify a reduced period.

NOTICE OF INSPECTIONS CONSTRUCTION CERTIFICATE

Clause 103A Environmental Planning and Assessment Regulation, 2000

The following information provides details as to what inspections and information is required by Council throughout the construction of the proposed development. As the Principal Certifying Authority (PCA), Maitland City Council is the only Authority that can issue an Occupation Certificate for the works covered by the attached Construction Certificate. An Occupation Certificate can only be issued if all of the conditions of development consent have been complied with and all of the critical stage inspections have been carried out with a satisfactory result.

APPLICANT: Pride Built Homes
25D Sandringham Avenue
THORNTON NSW 2322

Pursuant to Section 6.5 of the Environmental Planning and Assessment Act, 1979 notice is hereby given of the inspections required by the Council of the City of Maitland relating to the land and development described as follows:

LAND: 106 New England Highway, Maitland
Lot 3 DP 1226029

PROPOSAL: Clause 148 Modification - Amend BCA Class

BCA CLASS: 1a

DEVELOPMENT CONSENT NUMBER: DA17/0631

**CONSTRUCTION CERTIFICATE
NUMBER:** CC/2019/937:1

INSPECTIONS:

1. **After excavation** for, and **prior** to the placement of, any footings, and
2. **Prior to pouring** any in-situ reinforced concrete building element, and
3. **Prior to covering** of the framework for any floor, wall, roof or other building element, and
4. **Prior to covering** waterproofing in any wet areas, and
5. **Prior to covering** any stormwater drainage connections including any on-site detention system, control pits or tanks, and
6. **Prior to Pouring** the reinforced concrete footpath crossing upon completion of formwork and placement of reinforcement. (This is to satisfy consent under Section 138 of the Roads Act 1993), and
7. **Final Inspection** - After the building work has been completed and **prior** to any occupation certificate being issued in relation to the building/development.

Where appropriate certain inspections may be conducted concurrently.

Examples of this may include:

- The commencement of building works combined with the footing inspection on a dwelling or outbuilding.
- A waterproofing, building frame and stormwater drainage inspection.
- A building frame, stormwater drainage and final on a pre-fabricated shed with no internal linings.

If in any doubt as to concurrent inspections please ring and confirm with Council PRIOR to proceeding with any further works.

Concurrent inspections are only appropriate where the work is uncovered and capable of being inspected. It is not possible to certify an inspection retrospectively where work has been completed and covered prior to being inspected. For example – pier holes filled with concrete, slab reinforcement covered with concrete, insulation materials or cladding placed over framework, coverings placed over wet area flashings or backfilled stormwater drainage lines will not be capable of being passed.

Inspections must be arranged at least the working day (prior to 3pm) prior to when the inspection is required.

Cancellations should be notified to Council as soon as possible. A re-inspection fee may be applied where no cancellation has been received and the work is not ready for inspection.

Failure to call for an inspection **may result in the Occupation Certificate being refused**. It is an offence to occupy or use the development without an Occupation Certificate.

Where an inspection reveals unsatisfactory or defective results, a re-inspection may be required and fees may be applied for any subsequent or additional inspections.

Please phone 4934 9700 to arrange an inspection. Inspections will generally be carried out between 9.30am and 4.00pm on the day requested. Specific timings for inspections may be made with the relevant inspecting officer by arrangement only.

Required Certification

In addition Maitland City Council will require the following Certificates/Information to be submitted prior to the issue of an Occupation Certificate:

Note: The submission of a certificate or information does not substitute for any inspection that is required to be carried out by Council.

1. **Peg Out Survey** – Prepared by a Registered Surveyor upon completion of the set out of the footings.
2. **Prefabricated Timber Roof Trusses and Wall Frames** - Certified by the Truss/Frame Manufacturer/Supplier as complying with Australian Standard AS1170 "Minimum Design Loads on Structures". Note: This information to be submitted prior to the wall and roof frame inspection, and includes wall bracing and tie down details.
3. **Termite Barrier** – Certified by the installer detailing the system installed, location and compliance with Australian Standard A3660 – 2000 "Termite Management".
4. **Windows** - Certified by the Window Manufacturer/Supplier as complying with Australian Standard AS1288 – 2006 "Glass in Buildings – Selection and Installation" and Australian Standard AS2047 – 1999 "Windows in Buildings – Selection and Installation".
5. **Wet Area Flashing** – Certified by the installer, after its application, as complying with Australian Standard AS3740 – 2004 "Waterproofing of Wet Areas in Residential Buildings".
6. **Smoke Alarms** - Certified by a licensed electrician, after installation, that the smoke alarm system complies with Part 3.7.2 of Volume 2 of the National Construction Code 2014 and Australian Standard 3786-1993 "Smoke Alarms". Note: Smoke alarms must be interconnected so that on activation of one alarm all other alarms also activate.
7. **BASIX** – Certified by the builder confirming that the development complies with all measures required by the Basix Certificate that forms part of this Development Consent.

The person having the benefit of the development consent associated with this Notice of Inspections must, prior to the commencement of any works (if not carrying out the work as an owner-builder):

- **Appoint** a principal contractor for the building work who must be the holder of a contractor licence if any residential building work is involved, and
- **Notify** Council of any such appointment, and
- **Notify** the principal contractor of the inspections that are required to be carried out and of the information that is to be submitted to Council in respect of the building work.



Daniel Beckett
Accreditation Number: BDC1609